677.

SUPREME COURT OF THE UNITED STATES.

No. 159.

ISAAC SHELBY, COMPLAINANT,

vs.

JOHN BACON AND AL., TRUSTEES, &c.

CERTIFICATE OF DIVISION FROM THE CIRCUIT COURT U. S., FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

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J. & G. S. GIDEON, printers.

Pleas before the honorable the judges of the circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, of April session, 1847.

It is thus contained:

April session, 1847.—*Bill in equity*.

ISAAC SHELBY, a citizen of the State of Kentucky,
vs.
JOHN BACON, Alexander Symington, Thomas Robins, James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, Thomas S. Taylor, and George Beach, all citizens of the State of Pennsylvania. } No. 2.

To the honorable the judges of the circuit court of the United States for the district of Pennsylvania, in chancery sitting:

Isaac Shelby, a citizen of the State of Kentucky, brings this his bill against John Bacon, a citizen of the State of Pennsylvania, Alexander Symington, a citizen of the State of Pennsylvania, Thomas Robins, a citizen of the State of Pennsylvania, James Robertson, a citizen of the State of Pennsylvania, Richard H. Bayard, a citizen of the State of Pennsylvania, James S. Newbold, a citizen of the State of Pennsylvania, Herman Cope, a citizen of the State of Pennsylvania, and Thomas S. Taylor, a citizen of the State of Pennsylvania, and George Beach, jr., a citizen of the State of Pennsylvania; and therefore your orator complains and says:

That, on the eighteenth day of February, in the year one thousand eight hundred and thirty-six, the legislature of Pennsylvania granted to a company an act of incorporation, by the name and style of "The President, Directors, and Company of the Bank of the United States;" that the said bank, in pursuance of the said act of incorporation, proceeded, in the city of Philadelphia, to transact business to a large extent; that in the year one thousand eight hundred and forty-one it became embarrassed and unable to continue business with credit and advantage, and in consequence thereof made several assignments of all its property, debts, effects, and assets; that among the assignments so made was a deed, bearing date the seventh day of June, one thousand eight hundred and forty-one, made by the said President, Directors, and Company of the Bank of the United States, of the one part, and the said John Bacon, Alexander Symington, and Thomas Robins, of the other part; by which deed the said bank conveyed to the said trustees all and singular the lands, tenements, and hereditaments, goods, chattels, moneys, rights, credits, and effects of the said bank, contained, described, and set forth in a certain schedule annexed to the said deed; that the object and purpose of the said deed was to secure payment to sundry persons, deposi-

tors in the said bank, and the branches or offices thereof; and also to sundry persons, holders of the notes of the late Bank of the United States, incorporated by Congress; and to sundry persons, holders of notes of the ordinary kind, payable on demand, and commonly used in circulation; and also to sundry persons, holders of notes of the said bank, commonly called post notes.

And your orator further shows, that the said President, Directors, and Company of the Bank of the United States, by two deeds of trust, made on the fourth and sixth days of September, one thousand eight hundred and forty-one, executed by James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, conveyed and transferred to the said trustees last mentioned a large amount and variety of property, debts, effects, and assets, to pay certain debts and demands against the said bank, particularly described in the last mentioned deed; that the debt now due to your orator, and hereafter more specifically stated and described, he alleges and charges is comprehended and provided for in all the said deeds of trusts or assignments; that the said bank has ceased to exist as a corporate body.

And your orator further shows, that on the sixth day of September, one thousand eight hundred and forty-one, a certain George Beach, also a citizen of the State of Pennsylvania, recovered a judgment in the district court, for the city and county of Philadelphia, against the said Bank of the United States, for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents, besides interest and costs; that this judgment was founded upon promissory notes of the said bank, commonly called post notes, payable some time after their respective dates; that subsequently the said George Beach recovered, on the said judgment of the district court for the city and county of Philadelphia, a judgment of the "commercial court" of the city of New Orleans, in the State of Louisiana, for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents, with interest thereon at the rate of six per cent. per annum from the seventh day of September, one thousand eight hundred and forty-one, until paid, besides costs; that, on the said last mentioned judgment, the sum of four thousand and seventy-five dollars was made, and all the rest and residue of both the said judgments remain in full force, unpaid and unsatisfied; nor are there any effects or assets, within the knowledge of your orator, out of which executions could be satisfied.

And your orator further shows, that on the day of , in the year one thousand eight hundred and forty- , the said George Beach, for a good and valuable consideration to him paid, assigned the aforesaid two judgments to a certain James Robb and Peter Anderson, citizens of the State of Louisiana; and, on the day of , one thousand eight hundred and forty- , the said James Robb and Peter Anderson, for a good and valuable consideration, assigned both of the judgments aforesaid to a certain A. T. Burnley, also a citizen of the State of Louisiana; and that, on the fifth day of February, one thousand eight hundred and forty-five, the said Burnley, for a good and

valuable consideration, assigned both the judgments aforesaid to your orator; that thus your orator has become entitled to demand and receive all that remains due and payable on the said judgments; that your orator is ready to produce, whenever it may be necessary or required by this honorable court, authentic transcripts of the aforesaid deeds of assignment or trust, of June and September, one thousand eight hundred and forty-one, and of both the said judgments of the district court for the city and county of Philadelphia, and of the commercial court of the city of New Orleans; that he is also ready and willing to produce, whenever required or deemed necessary, the post notes of the said Bank of the United States, upon which the said two judgments were founded.

And your orator, being thus invested with all the rights arising under the said post notes and two judgments, all of which remain unpaid and unsatisfied, except as aforesaid, he had well hoped that the aforesaid trustees, under the respective deeds of June and September, one thousand eight hundred and forty-one, would have paid and satisfied to him what remains due and unpaid, or at least would have admitted and recognised his demand as one entitled to a rateable dividend and proportion of the trust funds, with other creditors, provided for in the aforesaid two deeds of trust.

But now, so it is, may it please your honors, that upon opening a correspondence with the said trustees by your orator, through H. Clay, the authorized counsel of your orator, the said trustees have declared that they will not pay any part of the said judgments, not even your orator's distributive share, as one of the creditors aforesaid, and that they will contest the payment of the said judgments, and any right on the part of your orator to his distributive share of the trust fund, thus leaving him no alternative but an appeal to a tribunal of justice.

And your orator further charges and alleges, that the property, debts, effects, and assets, conveyed and assigned by the said bank in the aforesaid deeds, are amply sufficient to pay and satisfy all the debts provided for in them, including that of your orator. But he charges that the said trustees have kept, and continue to keep, your orator and the other creditors, provided for by the said deeds of trust, in ignorance of the situation, condition, and location of the said property, debts, effects, and assets, and that he is, consequently, without proper information as to the manner and fidelity with which they have executed and administered the said trusts.

And your orator would also pray, that all the creditors of the said Bank of the United States, provided for in the aforesaid deeds of trust, should be made defendants, but he does not know the names of all or any of them; and, moreover, the number of them is too great to admit of their being made defendants. He is, however, willing, if necessary or proper, that any of them should come in and be made parties to this suit, contributing their just proportion to the expense and cost thereof; that he would also make the aforesaid James Robb, Peter Anderson, and A. T. Burnley defendants to this suit, but that their residence is respectively beyond the jurisdiction of this honorable court.

To the end, therefore, that the said defendants may, if they can, show why your orator should not have the relief hereby prayed, and may, upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories, hereinafter numbered and set forth, as by the note here underwritten they are respectively required to answer; that is to say—

1. Whether [the] legislature of Pennsylvania did not, on the eighteenth day of February, in the year one thousand eight hundred and thirty-six, incorporate "the President, Directors, and Company of the Bank of the United States," as a body corporate, by that style and title.

2. Whether the said President, Directors, and Company did not execute and make the said assignment, dated the seventh day of June, one thousand eight hundred and forty one, to the said John Bacon, Alexander Symington, and Thomas Robins, in trust and to annex a copy of the same in their answer hereto.

3. What property, debts, effects, estate, and assets, passed under the said assignment; what sales the said trustees have effected; what sums of money have been received by them under the said assignment; what sums of money they have paid under the said assignment; and what sums of money, securities, vouchers, notes, bills, bonds, obligations, instruments of writing, and other estate, real, personal, and mixed, included in the said assignment, remain in the hands of the said trustees; and they are required to annex to their answer a full, precise, accurate, entire, and circumstantial schedule and statement of all the assets and moneys, estate, real, personal, and mixed, which passed, or were intended to pass, under the said assignment; and what has become of the same since such assignment.

4. Whether the President, Directors, and Company of the Bank of the United States aforesaid, did not, on the fourth and sixth days of September, one thousand eight hundred and forty-one, seal and deliver to the said James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, two other assignments of property, real, personal, and mixed, in trust, for the creditors of the said Bank of the United States; and annex copies of the same to their answer hereto.

5. What property, debts, effects, estate, and assets, passed under the said last mentioned two assignments; what sales the said trustees have effected; what sums of money they have received under the said last mentioned two assignments; what sums of money they have paid under the said last mentioned two assignments; and what sums of money, securities, vouchers, notes, bills, bonds, obligations, instruments of writing, and other estate, real, personal, and mixed, included in the said last mentioned two assignments, remain in the hands of the said trustees; and they are required to annex to their answer a full, precise, accurate, entire, and circumstantial schedule and statement of the as-

sets and moneys, estate, real, personal, and mixed, which passed, or were intended to pass, under the said last mentioned two assignments; and what has become of the same since the making and execution of such assignments.

6. Whether the President, Directors, and Company of the Bank of the United States have not ceased to act as a body corporate; and whether they now hold or possess property, real, personal, or mixed, in their hands; and, if any, to annex a schedule of the same to their answer hereto.

7. Whether the said George Beach, on the said sixth day of September, one thousand eight hundred and forty-one, did not recover a judgment in the district court for the city and county of Philadelphia, against the President, Directors, and Company of the Bank of the United States, for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents; whether the said judgment was not founded upon the promissory notes of the said Bank of the United States, commonly called post notes; and whether the said last mentioned post notes were not comprehended in all the three different assignments heretofore mentioned, or either of them.

8. Whether the said George Beach, subsequently, did not recover, in the commercial court of the city of New Orleans, in the State of Louisiana, a judgment, for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents, with interest and costs of suit, founded upon the said judgment in the district court for the city and county of Philadelphia; whether the sum of four thousand and seventy-five dollars was made upon the said judgment obtained in New Orleans; whether all the rest and residue of the said judgment do not remain in full force, unpaid and unsatisfied.

9. Whether the said George Beach did not subsequently, viz., on the day of , one thousand eight hundred and forty- , for a good and valuable consideration to him in hand paid, assign and transfer the said two judgments to James Robb and Peter Anderson, citizens of the State of Louisiana.

10. Whether the said James Robb and Peter Anderson did not subsequently, viz., on the day of , one thousand eight hundred and forty- , for a good and valuable consideration to them in hand paid, assign and transfer the said two judgments to A. T. Burnley, also a citizen of the State of Louisiana.

11. Whether the said A. T. Burnley did not subsequently, viz., on the fifth day of February, one thousand eight hundred and forty-five, for a good and valuable consideration to him in hand paid, assign and transfer the said two judgments to your orator, the said Isaac Shelby.

12. Whether the said defendants had any correspondence with the said Henry Clay, as the accredited counsel of the said Isaac Shelby; and whether, in such correspondence, the said defendants did not refuse to recognise the said Isaac Shelby as a creditor under the said assignments, and, as such, entitled to any share or distributive proportion

of the property so assigned; and to annex a copy of the said correspondence in their answer hereto.

13. Whether the said defendants have not kept your orator in ignorance of the value, amount, situation, condition, and location of the property, real, personal, and mixed, that respectively passed under the said assignments, and refused to give any information in relation to the same.

Philadelphia, 16th December, 1846.

HENRY CLAY & JOSIAH RANDALL,
Attorneys for complainants.

The defendant, George Beach, is required to answer at length the interrogatories respectively marked 7, 8, 9; and the other defendants are required to answer at length the interrogatories respectively marked 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.

Afterwards, to wit, on the thirteenth day of February, one thousand eight hundred and forty-seven, came the defendants, Bacon, Symington, and Robins, by their solicitor G. M. Wharton, and presented their plea; which plea is filed, and is in the words following, to wit:

The plea of John Bacon, Alexander Symington, and Thomas Robins, three of the defendants to the bill of complaint of Isaac Shelby, complainant.

These defendants, by protestation not confessing or acknowledging all or any of the matters and things in the said complainant's said bill mentioned to be true, in such manner and form as the same are therein and thereby set forth and alleged, do plead thereunto, and for plea say—

That the said corporation, mentioned in said complainant's bill, viz., the President, Directors, and Company of the Bank of the United States, incorporated by the State of Pennsylvania, and having its banking house and chief place of business located in the city of Philadelphia, did, on the seventh day of June, A. D. 1841, execute and deliver to these defendants an assignment and transfer of certain property, described in a certain schedule thereunto annexed, upon certain trusts therein particularly set forth; as by reference to a copy of said assignment attached hereto, and made, by reference, part of this their plea, will fully and at large appear. That said assignment and accompanying schedule, after being duly proved, were subsequently, viz., on the first day of July, A. D. 1841, recorded, according to the statute of Pennsylvania in such case made and provided, in the office for recording of deeds, &c., for the city and county of Philadelphia; the execution of the trusts thereof having been previously accepted by these defendants, who then were, and now are, residents of the said city of Philadelphia.

And these defendants further aver, that, in accordance with the provisions of the laws of the said State of Pennsylvania, full and complete jurisdiction of and over the said trust fund so conveyed to these defendants, and of and over the execution of said trusts, and of and over these defendants personally, as trustees aforesaid, was, and is, vested

in the court of common pleas of the city and county of Philadelphia; which court now has cognizance of the same, with ample power and authority in said tribunal to enforce the execution of said trusts, to decide upon the rights of all parties claiming an interest therein, and right and justice fully to administer in the premises. That [in] the execution of the trusts aforesaid, and the collection of the assets so assigned to them, these defendants have been governed by the laws of Pennsylvania, and, among other things, by certain laws of said State which have compelled them to accept and receive from their debtors, in payment of debts, the notes and other liabilities of said Bank of the United States at par.

And these defendants further aver, that having in part executed the trusts so as above committed to them, they did, heretofore, viz., on the seventeenth day of March, A. D. 1846, file in the office of the said court of common pleas an account, duly verified, of their receipts and disbursements, and of their acts and doings as trustees aforesaid, from the commencement of said trust down to the first day of January, A. D. 1846; which said account was subsequently, in accordance with the laws of said State, absolutely confirmed by said court, as by reference to the records of said court will fully appear.

And these defendants are ready and willing, as they are liable at all times when duly required, to present and file in said court of common pleas such further additional accounts of their doings in said trust, since the date of said first account, as may be necessary and proper.

All which matters and things these defendants do aver to be true, and plead the same to the whole of the said bill; and humbly demand the judgment of this honorable court, whether they ought to be compelled to make any answer to the said bill of complaint; and humbly pray to be hence dismissed, with their reasonable costs in this behalf most wrongfully sustained.

JOHN BACON,
A. SYMINGTON,
THOMAS ROBINS.

I do hereby certify, that in my opinion the within written plea is well founded in point of law. Witness my hand.

G. M. WHARTON,
Of counsel for above defendants.

John Bacon, one of the above defendants, being duly affirmed, and Alexander Symington and Thomas Robins, the other of the above defendants, being duly sworn, respectively do say, that the above plea is not interposed for delay, and is true in point of fact.

JOHN BACON,
A. SYMINGTON,
THOMAS ROBINS.

Severally affirmed and subscribed before me, this thirteenth day of February, 1847.

J. BURCHARD,
U. S. Commissioner.

This indenture, made the seventh day of June, in the year of our Lord one thousand eight hundred and forty-one, by and between the President, Directors, and Company of the Bank of the United States, of the one part, and John Bacon, Alexander Symington, and Thomas Robins, of the other part: Whereas the said party of the first part are indebted to sundry persons, depositors in the said bank, and the branches or offices thereof; and also to sundry persons, holders of notes of the late Bank of the United States, incorporated by Congress; and to sundry persons, holders of notes of the present bank, being notes of the ordinary kind, payable on demand, and commonly used in circulation; and also to sundry persons, holders of notes of the said bank, commonly called post notes, (other than post notes held by or issued to certain banks in the city and county of Philadelphia, for which security was provided and given by an indenture bearing date the first day of May, in the present year, and which are not intended to be provided for and embraced in the present indenture:) And whereas the said party of the first part has resolved and agreed to provide an adequate security for the payment of the said deposits, and of the said notes, and of the said post notes, (save and except the said post notes heretofore provided for, as above said,) and of the interest to accrue upon them:

Now, this indenture witnesseth, that the said party of the first part, as well for the consideration aforesaid, as for and in consideration of the sum of one dollar, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have given, granted, bargained, sold, aliened, enfeoffed, and delivered, assigned, transferred, and set over, and by these presents do give, grant, bargain, sell, alien, enfeoff, and deliver, assign, transfer, and set over, to the said party of the second part, all and singular the lands, tenements, and hereditaments, goods, chattels, moneys, rights, credits, and effects of the said party of the first part, contained, described, and set forth in a certain schedule hereto annexed, sealed with the seal of the said party of the first part, and bearing even date herewith, together with all deeds, papers, and evidences belonging or relating thereto; to have and to hold all and singular the premises hereby given or granted, or intended so to be, to the said party of the second part, and the survivors and survivor of them, and the heirs, executors, administrators, and assigns of the survivor, to and for their and his own use and benefit forever, as joint tenants, and not as tenants in common. In trust, nevertheless, to and for the following uses, purposes, and trusts, and to and for no other use or purpose whatsoever; that is to say, in trust, in the first place, to enter upon the said real estate hereby granted, and to sell and dispose of and convey the same in fee simple, or for any less estate by public or private sale, for cash or on credit, for the best price that can be had for the same, as may seem to them most expedient, and to give receipts for the purchase money, so that the purchaser or purchasers shall not be accountable for the application of the same; and, in the mean time, and until a sale shall be made, to receive the rents, issues, and income of

the said real estate, and to pay the charges thereon; and in the next place, in trust, to collect, receive, and get in all and singular the moneys due and owing to the said party of the first part, and hereby assigned, and the same, as well as the proceeds of the real estate, safely to keep to and for the uses and purposes hereinafter declared, that is to say:

Firstly. To pay and discharge all reasonable and necessary expenses, costs, and charges attending the execution of this trust, in which, however, it is expressly understood and agreed, that the commission charged by or allowed to the said trustees shall not exceed one per centum upon the amount collected, nor amount to more than two thousand dollars in any one year to each trustee.

Secondly. From time to time, as often as they shall have moneys on hand of sufficient amount for a dividend, to divide and distribute the same, rateably and equally, in and towards the payment of the said deposits, notes, and post notes, (except the post notes hereinbefore excepted,) and the interest accrued thereon, so that all and each may participate rateably and alike in every such dividend until the said deposits, notes, and post notes shall be fully paid off and discharged.

And in further trust, from and after the payment and discharge of the said deposits, notes, and post notes, and interest in full, to re-transfer, convey, and pay over to the said party of the first part, their successors and assigns, whatever may remain of the premises hereby granted, and all moneys, credits, and effects which may have been raised therefrom, or from any part thereof, and not applied to the purposes of the trusts herein and hereby created, together with all deeds, papers, evidences, and securities relating thereto.

Provided, always, nevertheless, and it is hereby expressly declared, understood, and agreed, as the condition of this indenture, and of the trusts therein and thereby created, that before the said trustees, their successors, or assigns shall proceed to make or declare any dividend of the moneys raised or collected as aforesaid, they shall give thirty days notice of their intention to do so, in two or more daily newspapers of the city of Philadelphia, at least twice a week during the same period of thirty days, calling upon the claimants to come forward and prove their debts; and such dividend shall be declared and made only on the amounts so brought forward and proved; and no creditor shall be entitled to claim or receive such dividend who shall not have brought forward and proved his debt before the time appointed for making and declaring the dividend. But if any further dividend or dividends shall thereafter be made, such neglecting or defaulting creditor or creditors bringing forward and proving his or their claim or claims in time therefor, as aforesaid, shall be entitled to receive, in addition to such dividend, an amount equal to the rate of dividend or dividends which shall have been before made and paid; and so on, from time to time, until a final dividend shall be declared and made; which final dividend the said trustees, their successors and assigns, are hereby authorized and required to declare and make, whenever the moneys arising from the premises hereby granted and assigned shall, by the payment of the said final divi-

dend, be disposed of and exhausted, or when all the creditors who have brought forward and proved their claims be paid in full, principal and interest; it being understood, however, that no interest shall be paid until the final dividend; and, from and after such final dividend, no creditor shall have any claim upon the remaining fund, if any there be, nor upon the said trustees, their successors or assigns, for or by reason of these presents, or of the trusts herein and hereby created; but the same, except the trust for re-conveying the surplus to the said party of the first part, their successors or assigns, shall thenceforth cease and be determined, and at an end. Provided, also, and it is expressly understood and agreed, that if the said party of the first part, their successors or assigns, shall at any time pay off and discharge the said deposits, notes, and post notes, (the said notes and post notes being surrendered and cancelled,) then, and from thenceforth, the trusts herein and hereby created, or so much of them as shall then remain unexecuted, shall cease and be determined; and the whole of the trust property then remaining, be conveyed, transferred, and delivered to the said party of the first part, their successors or assigns. And it is hereby expressly agreed, by and between the parties to these presents, as a condition and part thereof, that the said trustees, their successors or assigns, shall not be answerable for the acts, omissions, or defaults of each other, but only each for his own acts, omissions, or defaults; and that they shall not be answerable for the misconduct, omissions, or default of any agent or agents they may find it necessary to employ; being accountable only for the exercise of fair and reasonable skill and judgment, as well in the appointment of such agent or agents, as in the general management of the trust hereby created, if the same be conducted in good faith and intention.

And, the better to enable the said party of the second part, and the survivors and survivor of them, and the executors and administrators of the survivor of them, to execute the said trusts, the said party of the first part do hereby constitute, make, and appoint them their true and lawful attorneys and attorney, irrevocable in the premises, for them and in their name, but to and for the uses and purposes of this trust, and at the cost of the same, to ask, demand, sue for, and recover and receive all and every sums or sum of money, due or to become due by reason of any matter or thing herein granted and assigned, or intended so to be, to give receipts and acquittances for the same, and generally to act and do as fully and effectually in the premises as they themselves might or could do, and substitute or substitutes, one or more, under them to nominate and appoint, and again at pleasure to revoke; hereby ratifying and confirming whatsoever they or their said substitutes or substitute may lawfully do in the premises.

It is understood that the foregoing indenture, or any thing therein contained, is not in any manner to impair or affect the liabilities of the Bank of the United States, nor the rights of depositors or of the holders of the said notes and post notes.

In witness whereof the said parties have hereunto interchangeably set

their hands and seals, the President, Directors & Company of the Bank of the United States of the first part, acting by their president, William Drayton, esq., at Philadelphia, the day and year first above written.

Signed, W. DRAYTON, [Bank U. S. seal.]
President.

Attest: Signed, T. S. TAYLOR, *Cashier.*

Signed, sealed, and delivered in the presence of us—
T. S. TAYLOR,
G. W. FAIRMAN.

We accept the trust created by the above indenture of assignment.

Signed, JOHN BACON, [L. S.]
" A. SYMINGTON, [L. S.]
" THOMAS ROBINS. [L. S.]

STATE OF PENNSYLVANIA *city of Philadelphia.*

Before me, the subscriber, mayor of the said city, appeared the above named William Drayton, esq., personally known to me as the president of the corporation above named, the President, Directors and Company of the Bank of the United States, who being duly sworn according to law, did depose and say, that he executed the above instrument of conveyance as president of the said corporation, and that the above impression is the common seal of said corporation, thereto duly affixed by authority of the board of directors; and that the above deed of conveyance is sealed and delivered as the proper act and deed of the said the President, Directors, and Company of the Bank of the United States, for the uses and purposes therein set forth; and also Thomas S. Taylor, cashier of the said bank, and attesting witness above, who being duly sworn declares, that he was present and did see the said president, William Drayton, esq., sign the said deed, affix thereto the common seal of the said corporation, and deliver the said deed as the act and deed of the said corporation; he, the said president, being the authorized officer of the said corporation, so to sign, seal, and deliver.

Witness my hand, and the common seal of the said city, the day and year aforesaid.

Signed, JNO. SWIFT, [Seal of the city of Philadelphia.]
Mayor.

Recorded in the office for recording deeds, &c., for the city and county of Philadelphia, in deed book G. S. No. 28, page 412.

Witness my hand and seal of office, this 1st day of July, anno domini 1841.

[Recorder's seal.] Signed, G. SMITH, *Rec.*

A.

Recapitulation.

Real estate on books at Philadelphia - - -	139,072 13
Mortgages at Mobile - - - - -	80,000 00
Balances due by sundry banks - - -	3,812,133 81
Stocks and loans - - - - -	3,659,329 41
Bills and notes at Boston - - - -	19,574 50
Bills and notes at New York - - - -	435,372 74
Bills and notes at Mobile - - - -	884,241 72
Bills and notes payable at New Orleans, - -	2,245,228 67
Bills and notes at Louisville - - - -	216,063 64
Bills and notes at Natchez - - - -	926,944 78
Mississippi State warrants - - - -	55,839 20
	12,473,800 60

The annexed paper writings, paged from 1 to 29 inclusive, and subscribed on the last page with the names of the president of the Bank of the United States, and John Bacon, Alexander Symington, and Thomas Robins, trustees, are the schedules referred to in the annexed indenture of assignment, dated the seventh day of June, A. D. 1841, by and between the President, Directors, and Company of the Bank of the United States of the one part, and John Bacon, Alexander Symington, and Thomas Robins of the other part; and it is hereby understood and agreed by the parties, that if any of the assigned estate, debts, and effects herein described shall have been, before the execution and delivery of the assignment to which this schedule is annexed, sold, assigned, recovered, or extinguished, in part or in whole, and other obligations, notes, bills or security for the same, shall have been received, given, or taken in lieu or on account thereof, such obligations, notes, bills, or security, so given, taken, or received, shall be deemed to be included in this schedule, with the same effect as if the same were hereby particularly and at large described.

In witness whereof the President, Directors, and Company of the Bank of the United States, by their President, William Drayton, esq., and by an order of the Board of Directors, have caused their common seal to be affixed the seventh day of June, A. D. 1841.

WM. DRAYTON, *President.* { Seal of the Bank of the U. S. }

JOHN BACON,
A. SYMINGTON,
THOMAS ROBINS,
Trustees.

Attest: T. S. TAYLOR, *Cashier.*

Real estate on books at Philadelphia.

Date receipt.	From whom received.	Description.	Under charge of	In State of	Amount.
1841. Feb. 1	J. Copperthwait.....	Lands in Cattaraugus c'ty, New York.....	B. U. S.....	New York...	5,000
1820. April 4	Ochiltre.....	Vacant Lot on Mason street.....	Ag't Fayettville.	N. Carolina..	1,292 31
1822. June 16	J. Wright & J. Town, ass.	Undivided ½ Burgs' tavern, c. Russell & Green sts.....	.....do.....	.....do.....	1,153 98
" "	.....do.....do.....	Vacant lot, Canal Basin.....	.....do.....	.....do.....	35
May 20	J. F. Burgwin.....	Brick house and lot, n. side Hay street.....	.....do.....	.....do.....	4,000
1824. July 30	Thomas Davis.....	Old house and lot.....	.....do.....	.....do.....	500
1825. April 30	Samuel Stile.....	.....do..... s. side Hay street.....	.....do.....	.....do.....	550
1827. May 17	J. W. Sanford, assignee..	Small lot, junction Hay and Old streets.....	.....do.....	.....do.....	320
1829. May 23	McNeil & Kirkland.....	Large wooden warehouse and 1 acre lot on the bank of the river.....	.....do.....	.....do.....	1,075
1832. June 2	P. J. Tillinghast.....	Vacant lot, Hay and Old streets.....	.....do.....	.....do.....	400
	Late Off. B. U. S.....	Banking-house and lot in Savannah.....	Ag't Savannah..	Georgia.....	20,000
	.....do.....	Tan yard and buildings, Bachelder's lane.....	Ag't Portsmouth	N. Hampshire	640
		2856 arpents of land in Lower Canada.....	Ag't Portland...	L. Canada...	5,712
1821. May 31	Sale C. Wyman's estate..	4 lots on George street, 25 by 125.....	Ag't Baltimore..	Maryland....	
1822.	" G. Williams' ".....	1 " c. Calvert and Saratoga st. 37 by 100.....	.....do.....	.....do.....	1,950
"	".....do.....".....	1 " Holliday st. 54 by 81.....	.....do.....	.....do.....	725
"	".....do.....".....	1 " c. Pleasant and Pearl st.....	.....do.....	.....do.....	675
"	".....do.....".....	1 " Courtland street, 75 by 90.....	.....do.....	.....do.....	
"	" E. Deshon's ".....	1 " E. Water st. 140 by 110.....	.....do.....	.....do.....	2,880
1824.	" G. Winchester's "...	1 " Cathedral st. 150 by 150, 6.....	.....do.....	.....do.....	12,167 33
1828. Sept.	".....do....."...	1 " Park street, 75 by 150, 6.....	.....do.....	.....do.....	
		Brick house on E street.....	Ag't Richmond.	Virginia	7,993 35
		Lot and buildings on D street.....	.....do.....	.....do.....	2,151 06
		2.....do.....Church Hill.....	.....do.....	.....do.....	6,130 72
		3 vacant lots.....	.....do.....	.....do.....	14,403 37
		Dupuy & Poval's coal pit.....	.....do.....	.....do.....	706 88
		5 vacant lots, city Richmond.....	..... do.....	.....do.....	1,200
		½ of 5 lots on E and 13 streets.....	.....do.....	.....do.....	7,271 90
		¼ of lot of land in Henrico county.....	.....do.....	.....do.....	243 50
		Brick house in Orange county.....	.....do.....	.....do.....	463 39

1827. July	2	Thomas Reilly	5 brick ware-houses.....	Ag't Norfolk...	.....do.....	29,640 34
	22	Sam'l Vickery.....	2 lots adjoining Com. Sinclair's house.....	.....do.....	.....do.....	
	"	.....do.....	3 lots east side Cumberland st.....	.....do.....	.....do.....	6,092
	"	.....do.....	2.....do.....do.....	.....do.....	.....do.....	
	1	C. Whittle.....	1 lot adjoining Presbyterian church.....	.....do.....	.....do.....	200
	"	.....do.....	1 lot below Maiden.....	.....do.....	.....do.....	
1838. June	18	Sett. R. R. Page et al....	Property called Hallowell.....	.....do.....	Maine.....	2,000
"	"	.....do.....	.....do.....Augusta.....	.....do.....	...do.....	1,500
		Amount of real estate on books at Philadelphia.....				$139,072 13

Mortgage at Mobile.

Dated.	*Obligors.*	
1839. Feb. 2,	Henry Hitchcock, Geo. W. Stewart, A. Lipscomb, Trustees of the Gordon Purchase, one-half 2 years date, one-half 3 years date.....	80,000 00

Balances due by sundry banks, as follows:

Bank.			In State of	Amount.
Alabama, Georgia, and Florida Railroad			Alabama	90,149 31
Agricultural Bank, Natchez			Mississippi	53,112 53
Commercial and Railroad Bank, Vicksburgh,				
In ac	79,159 24		do	
Special act	1,100,000			
For completion of railroad	250,000			
				1,429,159 24
Mississippi Railroad in special ac			do	25,235 82
Planter's Bank, Natches, in ac	550,500 16		do	
Special ac	1,199,000			
Interest ac	70,227 50			
				1,819,727 60
City Bank, Portland			Maine	20,768 43
Morris Canal and Banking Company	6,462 19		N. Jersey	
Special ac	16,249 58			
				22,711 77
Pensacola Bank			Florida	110,469 25
Union Bank, Florida, special ac			do	240,151 96
Exchange Bank, Richmond			Virginia	647 90
Amount of balances due by sundry banks				$3,812,133 81

List of Stocks and Loans.

Numbers.		Shs.	Dols.	Dollars.
933–962a966	6 Indiana Sterling Bonds, £225 ea. or $1000.			6,000 00
	Coupons due July 1, 1840, and January 1, 1841 £5 12 6 stg.			
5243 5247 5248	Consolidated Fund of Texas, 3 certificates, $5000 ea.			15,000 00
	Redeemable after 1 Sep., 1842. Int. at 10 p. c. per annum, payable in March and September.			
501	Texas Treasury Note $100... 77 93			
	" " " in New Orleans.....119,500			
				119,577 93
	Capital Stock Morris Canal and Banking Company	9608	100	960,800 00
	Certificate No. 931 for 320 shares.			
	997 " 100 "			
	1001 " 100 "			
	1002 " 100 "			
	1005 " 200 "			
	1006 " 200 "			
	1008 " 200 "			
	1009 " 200 "			
	1012 " 200 "			
	1014 " 200 "			
	1041 " 100 "			
	1042 " 100 "			
	2020 shs.			
	Certificate No. 1050 for 2200 shares			
	1052 " 405 "			
	1056 " 3045 "			
	1060 " 770 "			
	1090 " 300 "			
	1144 " 100 "			
	1145 " 100 "			
	1146 " 100 "			
	1147 " 100 "			
	1161 " 433 "			
	1469 " 35 "			
	7588 "			
	2020 "			
	9608 shs.			
	Capital Stock of Bank of Darien, Ga... Certificate No. 804.	111	65	7,215 00
	Caital Stock Planters' and Merchants' Bank, Mobile.	330	100	33,000 00
	Cert. No. 172 30 shs. No. 203 300 shs.			
	Capital Stock Planters' Bank of Miss...	457	100	45,700 00
	62 shs.			
	Cert. No. 358 17 "			
	608 99 "			
	829 279 "			
	Capital Stock Agricultural Bank of Miss.	13	100	1,300 00

List of Stocks and Loans—Continued.

Numbers.		Shares	Dolls.	Dollars.
	Certificate No. 43.			
	Cap. Stock Commercial Bank Natchez..	4286	100	428,600 00
	Certificate No. 84 150 shares.			
	Certificate No. 85 4106 "			
	Certificate No. 266 30 "			
	Cap. Stock Commercial Bank Natchez..	300	60	18,000 00
	Certificate No. 23.			
Certif. No. 337.	Cap. Stock Comm'l Bank Manchester..	61	100	6,100 00
	Loan of Commercial Bank Manchester..	.....	.....	1,000 00
	Certificate dated 1 August, 1840, payable 1 February, 1842.			
	Int. February and August.			
	Cap. Stock Commercial Bank of Rodney	174	100	17,400 00
	Certificate No. 29.			
	Capital Stock Grand Gulf Railroad and Banking Company.....	2053	100	205,300 00
	Certificate No. 157 9 shares.			
	Certificate No. 164 2 "			
	Certificate No. 169 34 "			
	Certificate No. 170 2008 "			
	Amount forward.....	.....	.....	1,864,992 93
	Amount forward.....	.....	.....	1,864,992 93
	Capital stock Bank of Port Gibson.....	213	100	21,300 00
	Certif. No. 1 81 shares.			
	" " 201 106 "			
	" " 205 26 "			
	Loan Bank of Port Gibson.....	.....	.....	3,000 00
	Certif. No. 33, 34, 35, each 1000 = 3000.			
	Interest at 7 p. c., payable March and September.			
	Capital stock of West Feliciana R. Road and Banking Co.....	992	100	99,200 00
	Certif. No. 104, 141 shares.			
	" " 78, 42 "			
	" " 82, 500 "			
	" " 83, 100 "			
	" " 113, 100 "			
	" " 137, 69 "			
	" " 136, 40 "			
	992 "			
	Capital stock Exchange and Banking Co.	2188	50	109,400 00
	On hand at New Orleans certif. No.			
	Capital stock N. Orleans Gas Light and Banking Co.....	620	30	18,600 00
	Certif. No. 160.			
	Capital stock Ellsworth Land and Lumber Co.....	10	1000	10,000 00
	Certif. dated Dec. 5, 1837, 5 shares.			
	" " Dec. 5, 1837, 5 shares.			
	Capital stock Buffalo and Niagara Falls Railroad.....	150	100	15,000 00
	Certif. No. 82.			

List of Stocks and Loans—Continued.

	Shares	Dolls.	Dollars.
Capital stock Farmers' Loan and Tr. Co.....	63	50 00	3,150 00
Certif. No. 4397, 63 shares.			
Capital stock American Life and Tr. Co.....	210	50 00	10,500 00
Certif. No. 1087.			
Capital stock Camden and Woodbury Railroad Co.....	100	50 00	5,000 00
Certif. 29.			
Loan of Camden and Woodbury Railroad Co.....	.....	.....	17,000 00
Certif. No. 39, $3600, redeemable Dec. 21, 1847.			
" " 39, 7500, " Sept. 1, 1847.			
" " 41, 5900, " Aug. 22, 1848.			
Capital stock Bridgewater Copper Mining Company.....	300	44 pd	13,200 00
Certif. 354, 200 shares. Certif. 357, 100 shares.			
Capital stock Delaware and Chesapeake Canal Co.....	191	200 00	38,200 00
Certif. No. 1501.			
Capital stock Newcastle Manufacturing Co.....	300	30 00	9,000 00
Certif. 373, 100 shares. Certif. 374, 100 shares.			
Capital stock Canton Company.....	100	65 00	6,500 00
Certif. No. 1686.			
Capital stock Petersburg Railroad Co.....	193	100 00	19,300 00
Certif. 504, 3 shs. Certif. 540, 90 shs. Certif. 513, 100 shs.			
Capital stock Richmond and Petersburg Railroad Co.....	400	100 00	40,000 00
Certif. No. 206, 50 shares. Certif. 207, 50 shares.			
" " 222, 50 " " 190, 100 "			
" " 221, 50 " " 189, 100 "			
Capital stock Brunswick Canal and Railroad Co.....	500	100 00	50,000 00
Certif. No. 173.			
Capital stock Brunswick Land Co.....	2000	32 50	65,000 00
Loan New Orleans and Nashville Railroad Co.....	.....	.....	5,000 00
Bonds of State of Louisiana, 6 p. c's.			
No. 127, 57, 54, 9, 131, 5, ca. 1000 = 5000, redeemable April 1, 1867.			
Interest payable April and October, at the Union Bank of Louisiana.			
Capital stock Illinois Land Company.....	560	100 00	56,000 00
Certif. 366, 20 shares. Certif. 394, 150 shares.			
Certif. 393, 340 shares. Certif. 392, 50 shares.			
Amount forward.....	.....	.....	2,479,342 93
Amount forward.....	.....	.....	2,479,342 93
Capital stock of the Port Sheldon Land Co.....	50	90	4,500 00
Mortgage of Sandy and Beaver Canal Co.....	.....	.....	300,000 00
For $500,000, dated April 20, 1839, redeemable May 1st, 1841, secured by mortgage on the lands, tenements, and property of the Company.			
Loan of Sandy and Beaver Canal Co.....	.....	.....	237,011 17
Redeemable Aug. 6, 1846,			
No. 94.....15,000.....No. 120.....27,065			
95.....10,000..... 235..... 5,000			
107..... 5,000..... 109.....20,000			
116..... 6,335..... 93.....23,000			
233..... 6,611 17.....			
112..... 6,000..... $237,011 17			
97.....113,000			
——— Int. 6 p. ct. payable Jan'y and July.			
Capital stock Sandy and Beaver Canal Co.....	1100	100	110,000 00
Certif. No. 20, 30 shs., and No. 17, 1070 shs.			

List of Stocks and Loans—Continued.

	Shares	Dolls.	Dollars.
Bonds on New York, Boston, and Providence Railroad...			326,592 76
Secured by mortgage to J. Cowperthwait and W. T. Lewis, trustees.			
Redeemable March 1, 1839,			
Bond 715.....592 76			
720.....712 03			
A.....9,287 97			
100 Bonds, each 1,000 100,000 No. 255 a. 354			
136 " " 1,000 136,000 " 365 " 500			
80 " " 1,000 80,000 " 510 " 589			
Interest at maturity.			
Bonds of same Company.....			175,000 00
Interest at 6 p. ct. Payable 1st Jan'y and 1st July.			
No. 1 a, 60 60 Bonds, 1,000 each 60,000			
209 " 268 60 " 1,000 " 60,000			
329 " 360 32 " 1,000 " 32,000			
368 " 390 23 " 1,000 " 23,000			
Secured by mortgage to J. J. Palmer, S. F. Dennison, and N. & F. Dixon.			
Redeemable in 1857, convertible into stock at par.			
			3,632,446 86
At Baltimore.			
18 shares Chesapeake Insurance Company.....			4,300 00
5 shares Universal Insurance Company.....			1,955 00
Interest in Print Establishment.....			7,596 26
230 shares Franklin Manufacturing Company.....			6,679 29
112 shares Union Manufacturing Company.....			2,352 00
			22,882 55
At Mobile,			
40 shares capital stock Merchants' Insurance Company..	40	100	4,000 00
Recapitulation Stocks and Loans.			
At Philadelphia.....			3,632,446 86
Baltimore.....			22,882 55
Mobile.....			4,000 00
			$3,659,329 41

Bills and Notes at Boston.	When due.	Amount.
Crocker & Richmond, Charles Richmond, Samuel Crocker..	1841, July 4	$3,212 69
Do do do ..	1841, July 4	6,574 56
Do do do ..	1841, July 4	6,574 55
Do do do ..	1841, July 4	3,212 70
		$19,574 50

Bills and Notes at New York.

Maturity.	Payer.	Endorser.	Amount.
1841. June 1	C. Palmer	W. P. Dixon & Co	$1,350 00
	W. P. Dixon	C. Palmer & A. Palmer	1,300 00
	W. P. Dixon & Co	C. Palmer & A. Palmer	7,000 00
	W. P. Dixon & Co	C. Palmer	6,000 00
7	R. & D. S. Dyson	C. S	2,700 00
10	John Duer	B. Robinson	600 00
	A. Thurston	C. S	6,200 00
13	Townsend & Brooks	R. McDermot	479 00
14	H. H. Jones	C. S	800 00
	John Ledyard	D. J. Ledyard	1,500 00
17	Morris Robinson	C. S	4,000 00
18	Dwight & Townsend	Richard Alsop	665 00
23	Kent & Hood	T. Cochrane, T. Harris, Bostwick & Taylor	463 96
	W. S. Popham	William Popham	1,800 00
26	Arthur Tappan	Daniel Pomeroy, jr	2,065 00
29	W. S. Popham	W. Popham, Popham & Hill	325 00
July 20	Waldron, Thomas & Co	H. Wheeler	2,000 00
Aug. 12	H. H. Jones	C. S	720 00
Sept. 23	Kent & Hood	T. Cochrane, T. Harris, Bostwick & Taylor	463 96
Dec. 23	Kent & Hood	T. Cochrane, T. Harris, Bostwick & Taylor	463 95
15	J. & A. Lowery	C. S	700 00
1842. Mar. 15	J. & A. Lowery	C. S	700 00
June 15	J. & A. Lowery	C. S	670 00
1841. Mar. 7	Townsend & Brooks	Draft on City Comptroller, protested	960 00
May 1	James Bleecker & Co	Townsend & Brooks	150 00
			$44,075 87
	Bills Receivable.		
1841. Aug. 4	William Torry, Agent	C. S	$1,250 00
Oct. 1	J. & A. Lowery	C. S	3,000 00
			$4,250 00
	Domestic Bills of Exchange.		
1841. June 23	Robert Clarkson	W. Popham, Popham & Hill	$1,000 00
	Suspended Bills.		
1839. Dec. 24	W. A. Beecher & Co	Crumby & Draper	$1,589 94
Nov. 12	J. B. Clarke		3,120 75
Dec. 26	H. H. Elliot	C. Palmer	700 75
Aug. 31	Evans & Carman	J. Dobbin	6,250 00
Feb. 16	C. Fletcher, F. S. Cochrane	Bostwick & T. T. Harris	6,435 00
25	Bostwick & Taylor	T. Harris, F. S. Cochrane	237 50
Oct. 8	P. Stuyvesant and Robert Van Rensselaer		3,802 06
1837. Sept. 22	Abraham Mitchell	J. L. Platt	589 07
	P. H. Woodruff	B. Birdsall	1,050 75
	D. Webster	C. S	12,750 00
1839. Oct. 25	Gurne & Conant	J. Hoxie & Co	940 75
1840. April 2	Shipman, C. & Co	C. T. Shipman, Shipman & Co.	7,600 75
4	C. T. Shipman	Shipman, C. & Co	1,150 75
1839. July 25	J. W. Webb		3,090 00

Bills and Notes at New York—Continued.

Maturity.	Payer.	Endorser.	Amount.
1840. Mar. 4	White & Richards	McNulty & Chapman	$450 75
1839. Nov. 25	William Prince & Sons	W. Prince	980 75
Feb. 16			
22	W. G. Bucknor	J. & L. S. Joseph & Co. C. B. Granesse & Co.	6,691 82
1836. Oct. 27 to Dec. 21 1837. Jan. 18	C. De Forest	T. Darling	13,309 24
1839. Nov. 23	W. Kimball	Bailey, K. & R.	785 75
1837. Nov. 8	Keeler, McN. & Co.	Post & Gibson	5,090 42
13	Keeler, McN. & Co.	J. W. Taylor, Maltby & B. T. Smith	4,942 22
1840. April 22	T. T. Kissam & Co.	J. & G. Kissam	380 75
Sept. 21 1839. Oct. 23	Hobby, H. & Co.	W. Hobby	3,975 75
	Forward		$85,915 52
	Brought forward		$85,915 52
1839. Sept. 21	Hobby, H. & Co.	Mills, J. & Co.	1,500 00
June 27 July '8 Aug. 28	P. Stuyvesant & G. G. Root assignees of Dudley & S.	P. Stuyvesant	22,000 00
July 6 and 18	Seaman & Norton	H. J. Seaman	27,050 00
Mar. 16	S. Sicard & Co.	J. Treat	3,434 69
Feb. 8	J. W. Taylor & Co.	P. Freeman & Co.	1,250 75
Mar. 24 1840. Jan. 17			2,371 87
1834. July 5	W. & J. Van Buskirk	E. Burrows, S. E. Burrows	2,323 77
June 23	J. Truesdell & Son	E. Burrows, W. J. Van Buskirk	3,000 00
1837. Aug. 5	Wyckoff, Webb & D.	S. & F. Hendrickson & Co.	577 39
1840. Jan. 13 and 14	C. B. Granness & Co.	G. Haigh & Co.	5,446 50
Feb. 14	C. B. Granness & Co.	G. Haigh, Granniss, White & Co.	5,824 50
1839. April 23	B. F. Lee & Co.		5,652 87
Dec. 2	J. Hoxie & Co.		6,229 41
July 6	G. G. Root	P. Stuyvesant	6,177 21
1840. Mar. 12	Huntington & Co.	H. H. Elliot	400 75
June 20	S. & M. Allen		9,200 00
July 1	P. Raymond	W. W. Dibblee	250 75
1836. Feb. 1	S. B. Banks	J. Palmer & Son	150 00
1839. Aug. 15	U. B. Brewster	B. F. Lee & Co.	540 00
Sept. 27	U. B. Brewster		3,410 00
1837. Aug. 9	Vanschaich & Noyes	Argin, Barry & Co.	753 03
1820. Aug. 19	R. Dickey	J. Aspinwall	319 50
1839. Feb. 13	Jackson & Capers	B. F. Lee & Co., Granger, B. & Co.	250 00
1837. May 13	S. Greer	J. M. Seymour, R. Anderson	607 25
1838. Dec. 14	J. P. Lee	B. F. See & Co.	160 00
1834. Feb. 13 April 11 and 24	W. G. Bucknor	Whitney & McFarlan	1,093 75
1832. Oct. 3	J. & G. A. Dwight	W. C. Woolsey, Terney & J. & C. H. I. Bunting	2,250 00

Bills and Notes at New York—Continued.

Maturity.	Payer.	Endorser.	Amount.
1837. May 17	H. B. Greenwood	J. W. Degraw	$122 14
1839. Dec. 2 and 25	J. Hoxie & Co	H. Robinson	3,501 50
Oct. 19	J. Hoxie & Co	G. G. Hall & Son	5,000 75
Nov. 6 and 8	Huntington & Co	B. F. Lee & Co	2,226 50
Dec. 14	W. Keeler	A. Blake	425 75
Aug. 15	G. W. Tyson & Co	R. P. Bell, D. J. Tyson, per G. W. T. Att'y	1,250 00
July 15	G. W. Tyson & Co	William Marsh & Co	8,000 00
July 19	G. W. Tyson & Co	R. P. Bell, W. Marsh & Co.	1,000 00
Aug. 15	G. W. Tyson & Co	William Marsh & Co	696 00
1837. June 2 Aug. 2	J. Thorndyke, 6, accept	G. Dickey, H. Dickey	13,715 05
1826. June 3 July 13	Rogers & Gracie	Lambert, Brother & Co... J.H. Brewster & Co., Stagg & H	
May 26 12 & 18	Stagg & Hurlbut	Rogers & Garcia	4,689 35
1832. Sept. 29	A. L. McCredie & Co	Cochran & Brother	757 80
1840. Mar. 25	Seaman & N	H. J. Seaman	250 75
1839. Aug. 21 30 & 31 Sept. 2 & 7	D. W. Gantley	B. F. Lee & Co	3,275 00
July 6 & 10	D. W. Gantley		1,150 00
May 3	G. G. Root		5,090 42
1840. Sept. 11	Office Differences		112 90
1841. May 4	Daniel Webster	D. J. Jones	5,000 75
	Domestic Bills Agency Ac.		
1839. April 1	Bank of Vicksburg	J. L. Brewster	321 43
1837. Dec. 13	Lumberman's Bank	W. Smith, A. Jones, A. C. Demeritt	2,500 00
June 18	C. F. McRea	S. Stewart, Maurice, G. & Co.	920 49
1838. June 15	Lott & Ives	B. Clapp, S. A. Halsey	433 97
9	H. F. Russell	Little, Shaw & Co., J. L. & S. Joseph & Co	605 14
1840. Aug. 5	Martin Ivins	C. P. Tallman, S. Kissam, J. & A. Lowry	21 41
1837. Mar. 13	G. W. Martin, M. Fearing.. L. Bellew & Co., C. Patterson	E. Martin, J. & L. Brewster C. Patterson	154 00 1,154 93
1838. Oct. 4	Burrows & J	M. Thomas, J. W. Taylor & Co	2,277 13
1839. April 6 May 7	W. Smith	Seaman & N	5,735 78
	Forward		$268,528 45
	Brought forward		$268,528 45
1838. Dec. 15	Bank of Tombigbee R. R. Co.		2,950 00
1839. Jan. 1	Real Estate and Banking Co. Columbus		1,612 57
1840. April 3	Commercial Bank Columbus		4,112 37
	Aberdeen and Pontotoc Railroad Company		2,423 04
	Grand Gulf R.R. and Bkg Co.		120 00
Mar. 11			

Bills and Notes at New York—Continued.

Maturity.	Payer.	Endorser.	Amount.
1840. April 12	Planters' Bank Mississippi..	.....	$2,100 00
1838. Mar. 20	W. G. Davis.....	B. F. Lee & Co., Granger, B. & Co.....	693 50
23	L. Darrow.....	B. F. Lee & Co., Granger, B. & Co.....	764 50
1839. Feb. 2	J. Knox.....	Roberts, B. & Co., W. A. Beecher & Co.....	869 07
1838. Sept. 30	M. Thomas.....	M. Thomas, J. W. Taylor & Co.....	2,988 18
Oct. 12	Neil McNair.....	J. W. Taylor & Co.....	318 81
1839. Feb. 1	W. W. Wilkinson.....	Maltby & Bolly, J. W. Taylor & Co.....	2,641 60
1838. Mar. 5	Mumford & Walker.....	Little, S. & Co., J. L. & S. Joseph & Co.....	404 58
1837. Jan'y 4	P. I. Weaver.....	B. McLaughlin, S. Ellis....	500 00
1838. May 8	Smith & Armstrong.....	.....	312 34
1839. Jan. 24	Parkam & Gibson.....	.....	1,361 66
4	T. J. Watt.....	.....	387 53
1835. June 20	W. & I. Simonton.....	.....	1,078 00
	Agency Differences.....	.....	1,202 50
	Overdrafts, agency acc.		
1839. May 18	Hobby, Harted & Co.....	.....	150 97
1840. Feb. 3	C. B. Granness & Co.....	.....	43 70
1841. April 7	Bailey, Keeler & R. spl. ac. Bal.....	.....	621 82
	Bills receivable, agency acc.		
1839. Feb. 15 / Mar. 15 / April 15	City of Mobile.....	.....	3,400 00
Dec. 9	Hobby, Hasted & Co.....	.....	8,248 71
1838. June 9	S. P. Shinch & Co.....	Granger, Birch & Co.....	455 50
Oct. 10	Borrows & Jennings.....	M. Thomas, I. W. Taylor & Co.....	3,762 25
June 16	J. W. Taylor.....	Keeler, McNeil & Co.....	1,013 67
Sept. 15	J. W. Taylor.....	Post & Gibson, J. W. Taylor & Co.....	2,136 19
1839. Jan. 2	J. W. Taylor.....	.....	410 67
1838. Aug. 29	J. W. Taylor & Co.....	.....	2,007 58
Octob. to Jan'y 5	U. S. Foreign and Domestic Exchange Company.....	G. Buck, Cash.....	34,500 00
Mar. 30	J. Trafton.....	A. C. Demeritt.....	1,536 46
Oct., Nov., Dec. 22 / Nov. 24	Lambert & Morange.....	J. L. & S. Joseph & Co....	3,441 45
1839. Jan'y to Feb. 22	Lambert & Morange.....	J. L. & S. Joseph & Co....	3,417 79
1838. Nov. 19 to 27 / 1839. Jan. 4 to 11	Granger, Birch & Co.....	B. F. Lee & Co.....	2,222 99
1838. Feb. 17	Keeler, McNeil & C.....	T. Smith, J. L. & S. Joseph & Co.....	1,325 96
Oct. 23	H. Cochran & Co.....	W. Sexton & Co., H. W. Lowry.....	916 27
27	H. Coster & Co.....	L. Morange.....	2,002 76

Bills and Notes at New York—Continued.

Maturity.	Payer.	Endorser.	Amount.
1838. Feb. 8	W. C. Boardman		$10,865 61
May 5	W. C. Boardman		
1839. May 21	W. C. Boardman		5,450 00
1838. May 31	Berryman & Ebbotts		2,047 82
1839. April 13	Lansing & Co	S. D. Dakin, A. Varich	400 00
13	Seaman & Norton	Lansing & Co	300 00
			$386,046 87

RECAPITULATION.

Bills discounted Agency account	$44,075 87
Bills receivable Agency account	4,250 00
Domestic bills Agency account	1,000 00
Suspended debt Agency account	386,046 87
	$435,372 74

Blank.

Bills and Notes at Agency Bank United States at Mobile.

DOMESTIC BILLS OF EXCHANGE.

Date of Protest.	Drawers.	Endorsers.	Drawees.	[Amount.]
1837. Sept. 20	W. Jones, jr	David White	H. Chesebrough	$4,000 00
1838. May 31	David White	Thomas O. White	Robert J. Ware	3,082 98
June 13	David White	Thomas O. White	Robert J. Ware	5,320 00
1840. Jan. 11	T. M. English	T. M. English	T. M. English	11,892 73
Feb. 24	T. M. English	T. M. English	T. M. English	11,634 00
Feb. 11	John M. Bates	Dickens, W. & Co., Dickens, W. & Co., P. M. Johnston	Brewer & Bates	5,000 00
1836. Sept. 28	William M. Young	Cumming & Remy	G. & I. Whiteman	2,268 51
1837. April 8	D. & J. B. Walker	Cleveland & Co., H. Kinsey / St. John, P. & Co.	Jos. Cowdin	4,000 00
16	Wilkins, Monell & H.	P. B. Taylor and C. Heyer, jr.	M. Judson & Co.	2,804 59
25	Jotham, Clark & Co	Hedenburg, W. & Co., Cleveland & H.	Meeker & Clark	471 00
21	Rufus Greene	Guarantee	Hamilton & Cole	15,000 00
21	Rufus Greene	Guarantee	Hamilton & Cole	10,000 00
21	Rufus Greene	Guarantee	Hamilton & Cole	12,000 00
21	Rufus Greene	Guarantee	Hamilton & Cole	8,000 00
24	Rufus Greene	Guarantee	Hamilton & Cole	5,000 00
24	Rufus Greene	Sayre, Converse & Co	Hamilton & Cole	5,000 00
25	Rufus Greene	Sayre, Converse & Co.	Hamilton & Cole	5,000 00
May 15	Rufus Greene	Sayre, Converse & Co.	Hamilton & Cole	25,000 00
16	Rufus Greene	Sayre, Converse & Co.	Hamilton & Cole	10,000 00
19	Rufus Greene	Sayre, Converse & Co.	Hamilton & Cole	20,000 00
9	W. H. Bumsell	Talcott, Irwin & Co.	Sloo & Byrne	2,717 50
17	H. Chesebrough	M. J. Keisan	Ross, H. & F.	13,664 00
27	Smith & Armstrong	E. P. Dickinson	Gurney & Conant	1,500 00
9	Judson & Hoppin	Hall & Prentice	L. Judson	5,000 00
June 5	Judson & Hoppin	Hall & Prentice	L. Judson	2,000 00
21	Judson & Hoppin	Hall & Prentice	L. Judson	3,500 00

1837. June 3	William H. Bumsell	Robertson, B. & Co	George Starr	3,490 12
1838. June 12	J. G. Lyon, (released)	Emanuel & Gaines, (released)	A. S. Lippincott, (released)	3,600 00
1836. Dec. 15	W. D. Primrose	Dunning & Knapp M. J. McRae D. H. Pallars	A. B. Homer	2,000 00
1837. Feb. 24	Vance Johnston	James F. Roberts	John Wood	5,000 00
Mar. 3	James F. Roberts	Ross & F., William O'Brien	John Wood	10,000 00
25	James F. Roberts	Ross & F., Turner & L.	Fuller & Yost	5,000 00
31	Turner & Lewis	Ross & F., J. F. Roberts	John Wood	6,000 00
April 6	Turner & Lewis	Ross & F., G. Wragg, (released)	John Wood	6,000 00
6	John Byrnes & Son	William O'Brien	John Byrnes & Son	5,000 00
19	S. Andrews	Fontaine & Freeman	H. M. Andrews & Co	30,000 00
19	S. Andrews	Fontaine & Freeman	H. M. Andrews & Co	30,000 00
22	S. Andrews	Fontaine & Freeman	H. M. Andrews & Co	30,000 00
22	S. Andrews	Fontaine & Freeman	H. M. Andrews & Co	30,000 00
June 14	S. Andrews	William Crawford, (released)	H. M. Andrews & Co	10,000 00
5	George I. S. Walker	Gayle & B., G. Wragg, (released)	Butler & Clay	10,000 00
19	Talcott, Irwin & Co	Thomas W. McCoy	A. F. Irwin	7,650 00
				$387,595 43

Bills Receivable.

When due.			Drawers.	Endorsers.	Payers.	
1837.	June	9	.....	Turner & Lewis, J. Kennedy, J. G. Lyon, W. F. Cleveland.....	John G. Cleveland.....	$3,303 00
	May	6	.....	.....	Thomas Rude.....	8,000 00
1839.	April	13	.....	N. F. Cunningham, (rel'd).....	C. C. Hazard.....	8,240 00
	May	11	.....	Guaranty of M. Lewis.....	S. Griffitts Fisher.....	2,200 00
	July	31	.....	S. W. Allen, F. Ravesies.....	George N. Stewart.....	3,150 00
	Nov.	4	.....	Sterling H. Gee.....	Martin Reed.....	5,250 00
	Nov.	4	.....	.....do.....	F. Campbell.....	430 00
	Dec.	18	.....	.....	I. Robinson, W. Waldron.....	600 00
1840.	Jan.	4	.....	.....	F. Campbell.....	2,000 00
	Jan.	16	.....	.....	C. I. Gee, A. G. Gee, W. A. Wilcox	1,534 46
1839.	Dec.	24	.....	A. Knapp.....	Jesse Carter.....	4,925 36
1840.	Feb.	15	.....	Cyrus Sibley.....	J. & W. A. Smith.....	830 00
	March	14	.....	Ch. Barney & Co.....	John K. Collins.....	1,055 00
	March	21	.....	(Collaterals).....	Robertson & Co.....	2,710 90
	March	24	.....	W. R. Hallett.....	W. C. Easton.....	333 20
	April	8	.....	G. N. Stewart, F. Ravesies	S. W. Allen.....	385 00
	April	15	.....	(Collaterals).....	Smith & Hayden	250 00
	April	7	.....	Charles Labuzan.....	Charles Barney.....	1,928 17
	Dec.	13	.....	.....do.....G. C. Barney.....	Ch. Barney & Co.....	5,789 33
1841.	Jan.	8	.....	John K. Collins.....	.....do.....	4 176 00
1840.	April	14	B. & J. S. Newhouse....	Treat, Peck & Co.....	John Newhouse	7,797 08
	May	19	.....do.....	.....do.....	.....do.....	3,000 00
	May	31	.....	N. Week, jr., M. D. Eslava.....	Joseph Hall & Co.....	14,474 28
1841.	May	31	.....	.....do.....do.....	.....do.....	13,920 00
1842.	May	31	.....	.....do.....do	.....do.....	15,500 00
1840.	Nov.	20	.....	Hance Baker.....	Jos. E. Cole.....	1,000 00
1841.	March	8	.....	C. Dillinger.....	C. Dillinger.....	3,391 92
1842.	March	8	.....	....do	.....do.....	3,391 92
1840.	Aug.	1	.....	.....	Archibald Brown	1,075 17
1841.	Feb.	1	.....	.....	.....do.....	1,075 17
	Feb.	1	.....	.....	.....do.....	11,946 35

1841.	Aug.	1	.....	.....	Archibald Brown.....	358 39
1842.	Feb.	1	.....	Mortgage.....	.....do.....	358 39
	Feb.	1	.....	....do.....	.....do.....	11,946 35
	Aug.	1	.....	....do.....	.....do.....	716 77
1843.	Feb.	1	.....	....do.....	.....do.....	716 77
	Feb.	1	.....	....do.....	.....do.....	11,946 35
1841.	March	15	.....	.....	Samuel St. John, jr.....	3,898 54
	April	15	.....	200 shs. Mer. Ins. Co. stock.....	.....do.....	3,625 47
1840.	Jan.	1	.....	George W. Gaines, I. Emanuel.....	George S. Gaines.....	10,838 44
	Jan.	1	.....	.....do.....do.....	.....do.....	1,950 91
	July	1	.....	Henry Lazarus,....do.....	.....do.....	867 07
1841.	Jan.	1	.....	.....do.....do.....	.....do.....	867 07
	Jan.	1	.....	.....do.....do.....	.....do.....	10,838 45
	July	1	.....	A. S. Lipscomb,....do.....	.....do.....	433 53
1842.	Jan.	1	.....	.....do.....do.....	.....do.....	433 54
	Jan.	1	.....	.....do.....do.....	.....do.....	10,838 44
1840.	Jan.	1	.....	G. S. Gaines, J. G. Lyon.....	Abner S. Lipscomb.....	1,295 00
	Jan.	1	.....	.....do.....do.....	.....do.....	233 10
	July	1	.....	.....do.....do.....	.....do.....	103 60
1841.	Jan.	1	.....	.....do.....do.....	.....do.....	1,295 00
	Jan.	1	.....	.....do.....do.....	.....do.....	103 60
					Forward.....	$207,327 09
					Forward.....	207,327 09
1841.	July	1	.....	.....do.....do.....	Abner S. Lippincott.....	51 80
1842.	January		.....	.....do.....do.....	.....do.....	1,295 00
	Jan.	1	.....	.....do.....do.....	.....do.....	51 86
1841.	Jan.	28	.....	William Fiske.....	William Magee.....	1,590 00
1842.	Feb.	4	H. W. Rhodes.....	.....	E. L. Andrews & Co.....	1,130 00
1837.	Feb.	4	.....	.....	S. Crosby.....	3,599 99
	March	20	.....	.....	E. D. Washburn.....	2,000 00
	Feb.	16	.....	.....	J. P. Figh, A. Boulware.....	252 00
	Feb.	19	.....	.....	J. N. Halliday, W. Gumary, jr., J. C. Baskins.....	864 00
		4	.....	.....	John Lambert.....	500 00
		18	.....	.....	William Larkin.....	540 00
	March	10	.....	.....	S. Ames, B. D. Hassell, J. S. Ker	566 25
	March	10	.....	.....	Silas Ames, J. S. Ker.....	406 87

Bills Receivable—Continued.

When due.	Drawers.	Endorsers.	Payers.	
1837. May 27	.....	Dobson & Wm. S. St. John, jr., J. W. T. Reed.....	Edward Hamick.....	$1,309 78
June 27	.....	....do.....do..W. A. Campbell...	.....do	2,801 37
July 27	.....	....do.....do.....do.....	.....do	2,888 30
Aug. 27	.....	....do.....do..Hamick & F.....	.....do	2,921 91
Sept. 27	.....	....do.....do..R. A. Colcleugh...	.....do	2,955 52
Oct. 27	.....	....do.....do..J. W. T. Reed....	.....do	2,989 13
Dec. 8	.....	H. Kinsey, J. Campbell.....	Cleveland & Huggins.....	21,104 48
1838. Jan. 8	.....	....do.....do.....	.....do	21,104 09
March 4	.....	C. Labuzan, C. Barney & Co.....	Benj. Stanton, jr.....	6,186 09
1839. May 5	.....	.....	Thomas Reid	2,500 00
1840. May	.....	.....	.....do	2,500 00
Jan. 1	.....	.....	J. B. Toulmin, C. C. Hazard, D. Fowler, jr	11,482 61
Jan. 1	.....	.....	....do.....do.....do	1,033 44
Jan. 1	.....	.....	....do.....do.....do	22,835 50
Jan. 1	.....	.....	....do.....do.....do	2,055 19
Jan. 1	.....	.....	....do.....do.....do	710 96
July 1	.....	.....	....do.....do.....do	1,370 13
July 1	.....	.....	....do.....do.....do	688 95
1841. Jan. 1	.....	.....	....do.....do.....do	11,482 61
Jan. 1	.....	.....	....do.....do.....do	688 95
Jan. 1	.....	.....	....do.....do.....do	22,835 50
Jan. 1	.....	.....	....do.....do.....do	650 02
Jan. 1	.....	.....	....do.....do.....do	1,370 13
July 1	.....	.....	....do.....do.....do	344 57
July 1	.....	.....	....do.....do.....do	685 06
1842. Jan. 1	.....	.....	....do.....do.....do	11,482 62
Jan. 1	.....	.....	....do.....do.....do	344 47
Jan. 1	.....	.....	....do.....do.....do	685 06
Jan. 1	.....	.....	....do.....do.....do	615 20
Jan. 1	.....	.....	....do.....do.....do	22,835 50
1840. July 24	.....	.....	Julius O. Harris.....	82 43
1841. July 24	.....	.....	.....do	82 43

1842.	Jan.	24	.....	.....	.....do.....	2,060 79
	Jan.	24	.....	.....	.....do.....	82 44
1840.	Jan.	31	Ross, Strang & Co.....	R. G. Gordon, Jos. Urswall.....	William Ross & Co.....	3,800 00
	Jan.	31	.....do.....	Ward, Taylor, E. & T. Robinson..	.....do.....	3,800 00
	Jan.	31	.....do.....	E. & T. Robinson, S. Coley.....	.....do.....	2,720 00
	Feb.	23	.....do.....	Ward, Taylor, Woodruff & W.....	.....do.....	4,450 00
	Feb.	23	.....do.....	(Collateral).....	.....do.....	3,800 00
	March	15	.....do.....	Ward, Taylor, A. B. Cooper.....	.....do.....	5,000 00
	April	15	.....do.....	P. B. Taylor, C. Heyer, jr., George Draco.....	.....do.....	5,000 00
1839.	Feb.	12	.....	Gayle & B., G. W. Owen.....	J. W. Hewstis.....	283 20
					Forward.....	$434,793 13
					Forward.....	434,793 13
1839.	April	12	.....	George W. Owen.....	J. B. Earle, P. Inge, E. D. Whitehead, J. W. Lane.....	7,133 34
1840.	April	12	.....	.....do.....	....do.....do.....do.....do..	7,733 34
1839.	Sept.	4	.....	J. S. Kellogg & Co.....	Bartlett & Waring.....	1,293 40
					James J. Stewart.....	19,992 67
					.....do..... Samuel Cobb....	12,132 39
					I. Abbot, R. Spark, J. A. Whitebine	4,049 14
1842.	Jan.	4	.....	.....	E. & A. Batré.....	3,684 54
1837.	Aug.	21	.....	W. F. Cleveland, E. Murray.....	John Kennedy.....	2,250 00
1838.	Jan.	18	.....	W. D. Primrose.....	Jesse Carter.....	1,092 65
	March	4	.....	C. Labezan, C. Barry & Co.....	Benj. Stanton, jr.....	481 77
	July	24	.....	A. Knapp.....	Jesse Carter.....	542 03
1839.	May	5	.....	.....	Thomas Reid.....	373 00
1840.	May	5	.....	.....	.....do.....	600 00
					R. E. Meade.....	494 89
						$496,646 29

RECAPITULATION.

Domestic bills of exchange.....	$387,595 43
Bills receivable.....	496,646 29
	$884,241 72

When due.			Payer.	Endorsers.	Security.	Amount.
1841.	May	1	W. M. Beal	John F. Miller		$18,000 00
		7	Nicholas Bertoli	Joaquin Viosca & Syndix, N. Sallan's Est.		3,973 33
		10	H. Forsyth, W. Riddle, P. H. Goodwin, and E. Ford			638 78
		10	.....do.....do.....do			1,499 31
		15	William Vick, J. W. Vick		Paid	
		22	G. W. Denton		Mortgage	12,500 00
		22	.....do		....do	2,000 00
		22	Wilcox, Anderson & Co		....do	14,500 00
		22	.....do		....do	2,320 00
		27	A. Turnbull	A. Turnbull		1,600 00
	June	8	E. E. Parker		Mortgage	7,925 00
		8	.....do		....do	22,642 85
		8	John Neville	Peter Conroy, jr.		1,500 00
		25	Wilcox, Anderson & Co		Mortgage	1,833 33
		25	.....do		....do	2,880 00
	July	4	Atchafalaya R. R'd Bk'g Co	J. W. Breedlove, prest	....do	3,798 03
		11	F. G. Turnbull			882 29
		11	C. R. Bass			4,599 92
	Aug.	1	R. Garland	F. & A. Lastraps, H. A. Ballard, A. Porter		4,900 00
		18	Jno. A. Burn	T. C. Clarke, T. Ogden	Mortgage	268 75
		18	R. T. Armistedd	J. Assachaine, T. Ogden	....do	117 75
	Sept.	12	City Lafayette, Louisiana	E. Johnson, R. Leech		351 60
	Nov.	10	Robert Clannon	Thomas Banks		4,680 00
		11	Charles Smith	D. P. Cain		483 72
	Dec.	15	N. & J. Dick & Co., in liq	Margaretta E. Hill		2,675 66
		18	J. Johnson, on Ward, Moffet & Co	Ac'd. B. Johnson		5,000 00
		18	B. Johnson.....do	" S. Johnson		3,200 00
		29	R. M. Johnson, jr.,..do	" S. R. Ward		2,200 00
		30	Buckner, Stanton & Co	J. C. Wilkins, W. Benjamin, S. Duncan		6,500 00
		31	W. H. Haynes	Lyons, Harris & Co		1,949 51
1842.	Jan.	1	W. Tignor	M. M. Tignor		7,680 00

	1	S. Bridges, Alex. Torrey	John Rail		6,044 72
	4	Atchafalaya R. R. and Bk'g Co		Mortgage	3,798 03
	7	Henry Johnson	Junius R. Ward, Ward, Moffet & Co		3,000 00
	7	do	do do		2,000 00
	7	Junius R. Ward, on Ward, Moffett & Co.	Acc'd. H. Johnson		5,700 00
	9	Lambdin & Bennett	J. C. Ferriday, W. Ferriday, E. R. Burnett		3,000 00
	20	J. Railey, on Bucknor, Stanton & Co	Acc'd. J. N. Heland, H. S. Bucknor		1,800 00
	21	Bucknor, Stanton & Co	A. L. Bingaman, J. Wilkins, Stephen Duncan, B. S. & Co		8,000 00
Feb.	1	T. Hudwell	W. & J. Dick & Co		30,412 17
	1	Fielding Davis	F. Davis		3,648 00
	4	Thomas W. Beck	Richard Beck		3,200 00
	4	Warfield, Worley & Theobald, in liq	T. B. Warfield, Ward, Moffett & Co. Acd.		4,080 67
	14	V. Conand	V. Conand, F. Frey & Co., in liq		546 25
	18	John A. Brown	J. Calvett Clarke, T. Ogden	Mortgage	275 00
	18	R. T. Armistead	J. A. Zacharie, T. Ogden	do	121 00
	19	J. Railey, on Bucknor, Stanton & Co	Acc'd. J. M. Helm		6,000 00
	24	J. P. Wilkins do	" Hall & Wilkins		4,150 00
	26	T. Barrett			40,000 00
	26	do			6,400 00
March	4	Francis Penrice, C. R. Bass, & F. P. Smith			1,367 86
	1	S. Peyroux	S. Peyroux, T. Barrett, Peyroux, Acreiul & Co., and P. M. Lapice		1,851 50
	6	J. D. Wright	H. P. Roberts, W. F. Chiney		2,400 00
	15	H. H. Forsyth et al			638 78
	15	do			1,499 31
	30	J. W. Breedlove	J. Minturn, J. Hagan		2,940 50
	30	do	do do		4,750 00
April	10	Martin, Pleasants & Co	Thomas Bibb		10,834 13
	10	do	do		866 73
	13	H. H. Forsyth, W. Riddle	P. H. Goodwyn & Ed. Gaw		1,098 70
	13	do do	do		2,578 67
	26	John Hagan	James Hopkins		5,745 93
	26	do	do		5,817 96
	26	do	do		5,960 91
	26	do	do		2,736 42
			Forward		$326,363 07

6 3 33

Bills Receivable—Continued.

When due.			Payer.	Endorsers.	Security.	Amount.
				Forward....	.....	326,363 07
1842.	Apl.	26	John Hagan.....	James Hopkins.....	.....	7,134 90
		28	T. O. Stark.....	Andrew Hodge, jr.....	.....	1,775
		28	Branch Tanner.....	Ludovick Tanner, Osa Tanner, J. K. Elgee.....	.....	1,509 32
		29	Jn. Turnbull & F. G. Turnbull.....	C. Turnbull.....	.....	5,653 18
	May	7	Nicholas Bertoli.....	Joaquin Vioco, the Syndics of W. Salann's Es.....	.....	3,973 33
		13	H. H. Forsyth, Wm. Riddle.....	P. H. Goodwyn, Edward Gore.....	.....	638 78
		13	.....do.....do.....	.....do.....	.....	1,499 31
		11	J. A. Amelang	J. A. A., J. Hagan	.....	436 50
		15	Wm. Vick & J. W. Vick.....	.....	.....	1,554 60
		22	G. W. Denton.....	.....	Mortgage	12,500
		22	.....do.....	.....	....do	1,000
		22	Wilcox, Anderson & Co. G. W.....	.....	....do	14,500
		22	.....do.....	.....	....do	1,160
		30	Andrew Turnbull	J. W. Turnbull.....	.....	1,512 50
	June	8	E. E. Parker	.....	Mortgage	6,340
			.....do.....	.....	....do	22,642 85
	July	4	Atchafalaya R. R. & Banking Co.....	.....	....do	2,532
		11	F. G. Turnbull.....	.....	.....	1,675
		11	C. R. Bass.....	.....	.....	4,352
		25	Wm. Kennedy, Warrent Stone.....	J. M. Kennedy, S. Kennedy, J. Hagan....	.....	3,666
	Aug.	18	John A. Brown.....	T. Callvett Clark, T. Ogden.....	Mortgage.....	281 25
			R. T. Armistead.....	J. Asachaine, T. Ogden	.....	123 25
	Sep.	1	Silv. Peyroux	S. Peyroux, T. Barrett, Peyroux Acreuil & Co. and P. M. Lapice.....	.....	1,915 34
	Nov.	11	Charles Smith	D. P. Cain.....	.....	524 88
	Dec.	15	W. & J. Dick & Co. in liq.....	Margaretta E. Hill.....	.....	4,936 74
		31	W. H. Haynes.....	Lyons, Harris & Co.....	.....	2,119 33
1843.	Jan.	1	W. Tigner.....	W. M. Tignor.....	.....	7,260
		4	Atchafalaya R. R. & Banking Co.....	.....	Mortgage	31,650 24
		4	.....do.....	.....	....do	2,532
	Feb.	1	Fielding Davis.....	F. Davis.....	.....	3,424

	26	Thomas Barrett			40,000	
	26	....do			3,200	
March	1	F. Penrice, C. N. Bass, F. P. Smith			1,281	69
	1	Silv. Peyroux	S. Peyroux, T. Barrett, Peyroux, Acreuil & Co. and P. M. Lapice		1,977	75
	13	H. H. Forsyth, W. Riddle	P. H. Goodwyn, Edward Gore		638	78
	13	....do....do	....do		1,499	31
Apl.	13	....do....do	....do		945	42
	13	....do....do	....do		2,118	99
	28	T. O. Stark	A. Hodge, jr		1,687	50
May	7	Nicholas Bertoli	Joaquin Viosca, and Syndics Salann's estate		3,973	33
	13	Henry H. Forsyth, W. Riddle	P. H. Goodwyn and Edw. Ford		638	78
	13	....do....do	....do		1,499	31
	15	W. Vick, J. W. Vick			1,475	55
	23	W. H. Chase	Jasper Strong, T. Barrett & Co		5,053	58
	27	Andrew Turnbull	John Turnbull		1,425	
June	8	E. E. Parker		Mortgage	4,755	
	8	....do		....do	22,642	85
July	1	Atchafalaya R. R. & Banking Co		....do	1,266	
	11	C. R. Bass			4,114	
	14	F. G. Turnbull			3,200	
Sep.	1	Silv. Peyroux	Silv. Peyroux, T. Barrett, Peyroux, Acreuil & Co. and P. M. Lapice		2,050	75
Nov.	11	Charles Smith	D. P. Cain		566	05
Dec.	15	W. & J. Dick & Co. in liq	Margaretta E. Hill		4,938	74
	31	W. H. Haynes	Lyons, Harris & Co		2,321	11
	28	W. W. Frazier	John Burns	Paid		
1844. Jan.	15	Wm. H. Avery	J. G. Banks, Wilcox, Anderson & Co	Mortgage	9,231	
	4	Atchafalaya R. R. & Banking Co		....do	1,266	
	4	....do		....do	31,650	24
	4	W. Tigner	M. M. Tigner		6,840	
March	1	Silv. Peyroux	S. Peyroux, T. Barrett, Peyroux, Acreuil & Co., P. M. Lapice		2,122	46
	13	H. H. Forsyth, W. Riddle	P. H. Goodwyn and Edw. Ford		638	78
	13	....do....do	....do		1,499	31
	13	....do....do	....do....Edw. Ford		792	06
			Forward		644,494	71

Bills Receivable—Continued.

When due.			Payer.	Endorsers.	Security.	Amount.
				Brot. forward....	.....	644,494 71
1844.	April	13	H. H. Forsyth, W. Riddle	P. H. Goodwyn.....	.....	1,859 15
		28	T. O. Stark	A. Hodge, jr.....	.....	1,600
	May	15	W. Vick.....	J. W. Vick	.....	1,396 50
		13	H. H. Forsyth, W. Riddle	P. H. Goodwyn.....	.....	1,499 31
		13	.....do.....do.....	.....do.....E. Ford.....	.....	638 78
		27	A. Turnbull, Jno. Turnbull	.....	.....	1,337 50
		23	Wm. H. Chase.....	J. Strong, T. Barrett, in liq.....	.....	5,250 47
	June	8	E. E. Parker.....	.....	Mortgage.....	22,642 85
		8	.....do.....	.....	....do.....	3,170
	July	11	C. R. Bass.....	.....	.....	3,876
		11	F. G. Turnbull	.....	.....	3,025
	Dec.	15	N. & J. Dick & Co. in liq.....	Margaretta E. Hill.....	.....	4,928 74
1845.	Jan.	4	W. Tigner	W. M. Tigner.....	.....	6,420
	April	28	T. O. Stark	A. Hodge, jr.....	.....	1,512 50
	June	8	E. E. Parker.....	.....	Mortgage.....	1,585
	July	11	F. G. Turnbull	.....	.....	2,850
		11	C. R. Bass.....	.....	.....	3,638
	June	8	E. E. Parker	.....	Mortgage.....	22,642 90
	Dec.	15	N. & J. Dick & Co. in liq.....	Margaretta E. Hill	.....	4,906 74
1846.	April	28	T. O. Stark	A. Hodge, jr.....	.....	1,425
	July	14	T. G. Turnbull.....	.....	.....	2,675
	Dec.	15	N. & J. Dick & Co. in liq.....	Margaretta E. Hill.....	.....	4,872 74
	May	1	J. P. Walworth, Sarah Walworth	.....Int. 6 p. ct. per an....	Mortgage.....	17,500
1847.	May	1	.....do.....	.....Int. 6 p. ct. per an....	....do.....	17,500
1848.	May	1	.....do.....	.....Int. 6 p. ct. per an....	....do.....	17,500
1849.	May	1	.....do.....	.....Int. 6 p. ct. per an....	....do.....	17,500
			Judgment against.....	W. R. Packer, and W. A. Luske.....	.....	2,247 08
1847.	April	28	T. O. Stark	Andrew Hodge	.....	1,337 50
	July	11	F. G. Turnbull	.....	.....	2,295
	Dec.	15	N. & J. Dick & Co. in liq.....	Margaretta E. Hill.....	.....	4,826 74
1848.	Dec.	15	.....do.....	.....do.....	.....	4,748 25

1849.	Dec.	15	.....do.....	.....do.....	.....	5,334	81
1834.	May	4	Henry Boyce.....	T. Barrett, T. Barrett & Co. in liq.....	.....	4,600	
1838.	Feb.	14	J. Ogden.....	G. W. Vance	Paid.....		
1838.	Feb.	14	....do.....	J. Ogden & Co., A. Ogden & Co.....	.....	7,500	00
1838.	May	13	Thomas Banks.....	.....	.....	28,500	
1838.	May	13	.....do.....	.....	.....	17,753	05
1838.	May	13	.....do.....	.....	.....	48,000	
1838.	May	14	J. Ogden.....	J. Ogden & Co., A. Ogden & Co.....	Mortgage.....	7,500	
1838.	Aug.	14	....do.....	.....do.....do.....	....do.....	15,000	
1839.	June	8	E. E. Parker.....	.....	....do.....	6,891	25
1840.	June	8	.....do.....	.....	....do.....	22,642	85
1840.	June	8	.....do.....	.....	....do.....	9,510	
1838.	June	29	N. & J. Dick & Co.....	.....	....do.....	1,694	63
1838.	July	29	.....do.....	.....	....do.....	7,717	56
1838.	Aug.	29	.....do.....	.....	....do.....	7,717	56
1839.	March	1	.....do.....	.....	....do.....	7,717	56
1839.	April	29	.....do.....	.....	....do.....	7,717	56
1839.	June	29	.....do.....	.....	....do.....	7,717	56
1839.	Aug.	29	.....do.....	.....	....do.....	7,717	56
1841.	Feb.	4	Thomas Hudwell.....	.....	....do.....	7,717	57
1841.	March	1	Thomas Barrett.....	N. & J. Dick & Co.....	.....	28,569	01
1840.	Feb.	29	.....do.....	.....	....do.....	40,000	
1841.	March	1	.....do.....	.....	....do.....	12,800	
1840.	Feb.	27	Geo. A. Botts	.....	....do.....	9,600	
1840.	Feb.	27	.....do.....	W. S. Botts, Freret, Bros., Jas. Stewart...	....do.....	1,833	33
1841.	Jan.	4	W. Tigner.....	.....do.....do.....do.....	....do.....	1,833	33
1841.	Feb.	4	Fielding Davis.....	Wm. M. Tigner.....	.....	8,100	
1840.	March	10	P. C. Shannon.....	F. Davis.....	.....	3,872	
1840.	June	10	.....do.....	Pierce Shannon & Bro., Forsyth, Goodwyn & Co.....	.....	530	
1841.	Jan.	4	J. Nicholls, T. B. Magruder & R. K. Moore	.....do.....do.....do.....	.....	537	50
1840.	May	12	E. E. Kitteridge	Reynolds, B. & Co.....	.....	4,333	33
1840.	April	28	T. O. Stark	C. D. Knox, R. R. Barrow.....	.....	9,000	
1840.	April	14	H. Holmes & others	A. Hodge, jr., protest waived.....	.....	1,950	
1841.	April	14	.....do.....	.....	Mortgage.....	4,690	21
1842.	April	14	.....do.....	.....	....do.....	4,690	21
				.....	....do.....	4,690	20
				Forward....	.....	1,191,962	54

When due.	Payer.	Endorsers.	Security.	Amount.
		Forward....	.....	1,191,962 54
Feb. 12, 1841	C. Holmes & H. Holmes.....	Herman Briggs & Co.....	.....	2,190 18
Jan. 26, 1840	Commercial Bank Rodney Post Notes.....	.....	.....	3,534 69
June 27, 1840	.....do.....	.....	.....	4,676
April 23, 1840	.....do.....	.....	.....	10,971
May 23, 1840	.....do.....	.....	.....	11,040
June 22, 1840	R. Charles.....	J. Thompson, S. T. & Co. in liq.....	.....	4,000
May 4, 1838	D. D. Gibson.....	J. Henderson & Co., Brander, McKena & W., Bucknor, Stanton & Co.....	.....	2,283 21
1840. Jan. 6	Hazard & Beaumont, W. H. Fox.....	S. B. & Co., Bucknor, Stanton & Co.....	.....	1,609 62
1840. Jan. 4	W. H. Hamer.....	Stephen Howard, V. C. Hicks, W.C. Dorsey, Sam. Dorsey, Bucknor, S. & Co....	.....	5,000
1840. May 27	.....do.....	.....do.....do.....do.....	.....	8,500
1840. March 13	Forsyth, Riddle & Goodwyn.....	.....	.....	638 78
1840. April 13	.....do.....	.....	.....	1,411 72
1840. May 13	.....do.....	.....	.....	638 78
1840. March 13	.....do.....	.....	.....	1,499 31
1840. April 13	.....do.....	.....	.....	3,312 50
1840. May 13	.....do.....	.....	.....	1,499 31
1838. June 17	E. W. Gregory & Co.....	J. R. St. John, Gregory & Co.....	.....	20,300 00
1838. June 17	.....do.....	.....do.....	.....	8,500
1839. June 17	.....do.....	.....do.....	.....	5,680
1840. June 17	.....do.....	.....	.....	2,840
1838. June 17	.....do.....	....do....Leigh Maddux, in liq.....	.....	3,100
1838. June 17	.....do.....	....do....Daniels & Goodman.....	.....	2,900
1838. June 17	.....do.....	....do....Wilcox, Anderson & Co.....	.....	9,000
1839. June 17	.....do.....	....do.....do.....	.....	35,500
1840. June 17	.....do.....	....do.....do.....	.....	35,500
1840. Feb. 4	Martin, Pleasants & Co.....	.....	.....	2,066 66
1840. Feb. 4	.....do.....	.....	.....	12,500
1840. June 4	.....do.....	.....	.....	1,673 61
1840. June 4	.....do.....	.....	.....	16,667

1840.	April	10	ditto	ditto	ditto	10,834	13
1840.	April	10	ditto	ditto	ditto	2,600	19
1840.	April	21	ditto	ditto	ditto	4,000	
1839.	Dec.	4	ditto	ditto	ditto	16,500	
1839.	Dec.	8	ditto	ditto	ditto	3,573	
1840.	Jan.	9	ditto	ditto	ditto	11,000	
1839.	June	19	Wilcox, Pleasants & Co.	W. A. & Co.	Mortgage	19,761	20
1840.	June	19	ditto	ditto	ditto	22,500	
1838.	Dec.	20	Jacob Wilcox	ditto	ditto	3,866	66
1839.	Jan.	20	ditto	ditto	ditto	3,866	67
1839.	May	22	G. W. Denton	ditto	ditto	12,500	
1839.	May	22	ditto	ditto	ditto	4,000	
1840.	May	22	ditto	ditto	ditto	12,500	
1840.	May	22	ditto	ditto	ditto	3,000	
1839.	May	22	Wilcox, Anderson & Co.	ditto	ditto	14,500	
1839.	May	22	ditto	G. W. Denton	ditto	4,640	
1840.	May	22	ditto	ditto	ditto	14,500	
1840.	May	22	ditto	ditto	ditto	3,480	
1839.	June	25	Allens, Clark & Co. in liq.	W. Anderson & Co	ditto	2,880	
1840.	June	25	ditto	ditto	ditto	2,880	
1839.	June	25	Wilcox, Anderson & Co	ditto	ditto	1,833	33
1840.	June	25	ditto	ditto	ditto	1,833	34
1839.	June	1	Allens, Clark & Co. in liq.	W. Anderson & Co.	ditto	3,270	
1840.	June	4	Wilcox, Anderson & Co.	G. W. Denton	ditto	9,146	83
1840.	June	13	R. B. Jones, Randolph, Miss.	On Lawrence & Chalmers, Wilcox, A. & Co. and G. W. Denton		4,546	86
1840.	March	16	Wilcox, Anderson & Co.	G. W. Denton.		8,500	
1840.	May	23	ditto	ditto		5,500	
1840.	Jan.	25	G. W. Denton	J. Wilcox, G. W. Huntington		5,000	
1840.	July	10	ditto	ditto ditto		5,000	
1840.	July	25	ditto	ditto ditto		5,000	
1842.	May	15	Alvares Fisk.	Burke, Watt & Co		9,723	75
1843.	May	15	ditto	ditto		10,386	73
1844.	May	15	ditto	ditto		11,146	74
					Dollars	1,665,268	35

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No.	Payers.	When due.	Amount.
139	Brander, McKenna & Wright	May 14, 1838	11,000
337	A. J. Laing & others	Dec. 18, 1838	4,793 31
338	Alexander W. Neill	Jan. 24, 1839	4,653 33
400	D. T. Walden.....balance..	May 4, 1838	6,000
401	.....do.....do...	July 4, 1838	6,000
410	Peters & Lewis	April 6, 1838	3,104 86
412	T. Henderson	June 1, 1838	5,000
430	Roger B. Marshall	March 7, 1838	4,803 60
433	Samuel S. Fox	Dec. 23, 1838	6,000
434	Jefferson Naylor	Jan. 4, 1839	8,587 50
500	Harper, Carpenter & Co	Jan. 4, 1838	2,706 90
503	Asa D. Gore	Aug. 4, 1840	1,040
537	J. J. Robert & Co	April 30, 1838	3,262 32
542	E. Rose, G. D. Shays	Feb. 4, 1838	1,818 32
543	Jennings & Drowe.....balance..	March 4, 1838	423 68
544	B. Johnson & Allen.....do...	March 4, 1838	3,006 46
545	Merry Bracey	March 4, 1838	4,779 27
546	John Shrock	March 4, 1838	2,975 65
547	T. R. Grisby & Saunders	March 4, 1838	3,203 33
549	James Adams.....balance..	April 7, 1838	519 37
551	John Cowen	Nov. 4, 1838	3,334
552	J. Hallen Barfield	Nov. 4, 1838	959 43
554	Martin & Akin	Jan. 4, 1839	4,239 55
555	Parker, Gornly & others	Jan. 18, 1839	2,415 52
580	P. P. Rea.....balance..	Feb. 7, 1838	733 33
606	A. McNeill	Dec. 11, 1838	13,869 21
607	.....do	Dec. 11, 1839	14,908 91
667	S. S. Fox & others	Jan. 4, 1839	7,040
672	H. Spearing	Feb. 7, 1840	1,400
710	Martin, Pleasants & Co	April 10, 1841	10,834 13
711	..... do	April 10, 1841	1,733 46
746	Buchanan & Gray	April 24, 1842	5,000
751	John Hagan	Aug. 26, 1841	8,790 69
759	..... do	April 26, 1841	3,089 46
762	..... do	April 26, 1841	12,400 95
777	P. Power	Sep. 5, 1839	3,416 66
789	E. Salann	March 11, 1839	692 60
852	John Hagan	April 26, 1841	6,171 55
858	.....do	April 26, 1841	6,248 92
859	.....do	April 26, 1841	6,402 46
870	.....do	April 26, 1841	2,939 11
871	.....do	April 26, 1841	7,663 42
937	H. K. Moss and others	Jan. 4, 1839	10,715 53
938	.....do	March 4, 1839	10,876 92
1020	W. K. Parker and others	May 5, 1839	2,232 13
1021	J. Long Trimble	Oct. 4, 1838	2,938 53
1023	H. Cowen & J. Cowen	Nov. 4, 1838	1,354 74
1025	J. C. Griffing	Jan. 4, 1839	8,707 55
1026	Jefferson Naylor	Jan. 23, 1839	2,238 55
1030	Martin and Hawkins	Jan. 4, 1839	2,809 22
1145	E. Ganderson and others	Jan. 4, 1840	2,551 91
1195	D. W. & E. Moore	April 4, 1839	2,040
1209	J. Howard and others	May 11, 1839	4,542 45
1225	N. E. Ford and Co. and others	Dec. 11, 1839	4,928 16
1236	Forsyth, Goodwin & Co	Feb. 2, 1840	1,000
1237	..... do	Jan. 3, 1840	1,000
1238	..... do	Feb. 18, 1840	1,000
1239	..... do	Jan. 23, 1840	1,500
1240	..... do	Feb. 3, 1840	1,000
1583	H. H. Forsyth and others	March 13, 1841	638 78

No.	Payers.	When due.	Amount.
1584	H. H. Forsyth and others	April 13, 1841	$1,251 98
1598	..... do	March 13, 1841	1,499 31
1599	..... do	April 13, 1841	2,938 67
1600	..... do	May 13, 1841	1,499 31
1655	T. Nichols and others	Jan. 4, 1842	4,000
16..6	..... do	Jan. 4, 1843	3,666 67
		Forward	284,891 71
	Brought forward		284,891 71
1694	John S. Rhea	Feb. 4, 1841	6,782 67
1739	T. O. Stark	April 28, 1841	1,862 40
1746	S. C. Bowman and others	Jan. 4, 1840	2,000 00
1747	W. B. Davis and others	August 4, 1839	1,333 33
1748	.....Do	August 4, 1840	1,444 44
1817	McCutcheon & Gibson	June 3, 1840	1,700 00
1927	L. Bullock and others	March 4, 1840	1,910 73
1928	W. G. Bennet	March 4, 1840	1,910 73
1929	E. G. Sassain and others	Jan. 11, 1840	3,166 73
1930	H. Letson and others	Jan'y 4, 1840	4,229 59
1932	Charles Holmes	Feb. 12, 1840	2,039 14
1935	Jas. Grofton and others	April 4, 1840	4,947 56
1955	G. R. Bass and others	May 18, 1840	4,437 36
1956	.....Do	May 18, 1841	3,961 93
1957	J. G. Turnbull and others	May 18, 1840	3,493 76
1958	.....Do	May 18, 1841	3,119 43
2009	John S. Rhea	March 1, 1840	6,550 44
2172	W. Vick	Jan. 1, 1840	10,000 00
2173	H. W. Vick	Jan. 1, 1840	10,000 00
2328	John T. Osborn	April 20, 1841	1,240 00
2353	Thomas J. Wells.....Balance	Jan. 1, 1841	1,800 00
2354	E. Yorke.....Do	Jan. 1, 1841	2,200 00
2361	John Hagan	April 23, 1841	31,000 00
2362	.....Do	April 23, 1841	19,500 00
2399	Branch Turner	April 26, 1841	1,383 55
2407	J. C. Ferriday	Jan. 7, 1841	2,962 77
2417	E. S. & W. & C. Eggleston	Jan. 1, 1841	2,513 12
2433	J. W. & F. G. Turnbull	Dec. 20, 1840	516 97
2458	R. Christmas, W. B. Norfleet	March 1, 1841	6,500 00
2459	.....Do.....do	March 1, 1841	6,500 00
2460	.....Do.....do	March 1, 1842	6,500 00
2461	.....Do.....do	March 1, 1842	6,500 00
2462	.....Do.....do	March 1, 1843	13,000 00
2463	.....Do.....do	March 1, 1844	13,000 00
2465	N. & J. Dick & Co...do	May 1, 1841	2,756 84
2521	Ward, Moffitt & Co	Dec. 21, 1841	5,000 00
2522	.....Do	Dec. 31, 1841	3,200 00
2523	.....Do	Jan. 1, 1842	2,200 00
2524	.....Do	Jan. 7, 1842	5,700 00
2525	Henry Johnston	Jan. 7, 1842	3,000 00
2526	.....Do	Jan. 7, 1842	2,000 00
2527	Charles Smith	Nov. 14, 1841	483 72
2528	.....Do	Nov. 14, 1841	524 88
2529	.....Do	Nov. 14, 1841	566 05
2530	Lambdin & Bennett	Jan. 12, 1842	3,000 00
2531	Bucknor, Stanton & Co	Jan. 23, 1842	1,800 00
2531½	.....Do	Jan. 24, 1842	8,000 00
2536	Ward & Moffitt	Jan. 28, 1842	4,080 67
2538	Bucknor, Stanton & Co	Jan. 2, 1842	6,500 00

No.	Payers.	When due.	Amount.
2539	Frerrett, Bro	April 8, 1841	$500 00
2540	.....Do	April 8, 1841	1,000 00
2541	L. M. Davidson	April 17, 1841	1,300 00
2542	T. W. Beck	Feb. 7, 1842	3,200 00
2543	Frerrett, Bro	Feb. 4, 1840	400 00
2544	.....Do	Feb. 4, 1840	400 00
2545	.....Do	Feb. 4, 1840	400 00
2547	R. Garland	August 1, 1841	4,900 00
2549	Bucknor, Stanton & Co	Feb. 8, 1842	6,000 00
2550	S. W. Oakey & Co	April 28, 1841	8,600 00
2551	Bucknor, Stanton & Co	Feb. 27, 1842	4,150 00
2556	Wm. Vick, J. W. Vick	May 15, 1841	1,390 35
2557	.....Do.....do	May 15, 1842	1,554 60
2558	.....Do.....do	May 15, 1843	1,475 55
2559	.....Do.....do	May 15, 1844	1,396 50
2560	T. D. Wright	March 9, 1842	2,400 00
2561	Bucknor, Stanton & Co	April 10, 1841	6,000 00
2562	Silv. Peyroux	March 4, 1842	1,851 50
	Forward		570,629 02
	Forward		570,629 02
2563	.....Do	Sept. 4, 1842	1,915 34
2564	.....Do	March 4, 1843	1,977 75
2565	.....Do	Sept. 4, 1843	2,050 75
2566	.....Do	March 4, 1844	2,122 46
2567	Rob't Copland	Sept. 28, 1841	950 00
2568	Wm. Rushton	May 29, 1841	315 00
			579,960 32

(Blank.)

BILLS AND NOTES AT LOUISVILLE.

Payers.	Endorsers.	When due.	Amount.
Chas. Caldwell, T. L. Caldwell	C. W. Short, S. P. Yandell	1841, Sept. 16	$1,666 66
Do.....do	....Do.....do	1842, Sept. 16	1,666 67
Frederick B. Ernest	James C. Wilkins	1841, Sept. 16	1,666 66
Do	....Do	1842, Sept. 16	1,666 66
Coleman Rogers	Mortgage	1841, Jan. 19	1,666 68
Charles M. Strader	Samuel K. Page	1841, Feb. 20	3,901 50
William Srodes	Sam. & Isaac Bell	1840, Nov. 30	5,725 00
Do	.....Do	1841, Nov. 30	5,725 00
Charles C. Todd	T. D. Cameal, C. S. Clarkson	1841, April 1	620 00
Henry E. Thomas	A. Bayliss, C. W. St. John	1842, Jan. 1	685 44
Do	.....Do.....do	1843, Jan. 1	722 16
Do	.....Do.....do	1844, Jan. 1	758 88
C. Caldwell, T. L. Caldwell	C. W. Short, S. P. Yandell	1840, Sept. 16	440 01
J. W. Fenwick	Sam. K. Page, A. Tarleton	1840, Feb. 25	332 58
James Wiley	Mortgage	1840, July 7	1,302 50
William Bull	John P. Bull	1839, Dec. 29	654 00
Do	....Do	1840, June 9	672 00
Addison & Clendenin	Mortgage, bal	1839, Dec. 12	579 03

Bills and Notes at Louisville—Continued.

Payers.	Endorsers.	When due.	Amount.
Robson D. Hart	Assignment, &c.		$288 81
H. H. Forsythe		1840, Mar. 10	62 71
James Guthrie	C. W. Thurston	1839, Sept. 15	1,195 00
G. C. Gwathmey	Mortgage, bal.		2,644 86
H. B. Hill	....Do.		944 40
Do	Wm. Prather		2,650 00
Richard M. Johnson	Joel Johnson	1839, Jan. 1	2,000 00
John Pope		1838, Nov. 16	1,250 00
Henry Pirtle	Mdse	1840, Mar. 20	1,310 45
Charles M. Strader	Sam. K. Page	1840, Feb. 20	3,721 50
William Srody	Sam'l & Isaac Bell	1839, Nov. 30	5,725 00
Jacob Kellar	Mdse., bal.		388 81
James O. Ford	Bal		1,950 00
			$54,582 97
Patrick H. Dillon	Sam. K. Page, Thos. Stewart	1832, Sept. 9	208 00
James R. Goring	J. D. Colrisnil, J. Price	1833, Sept. 23	380 00
A. R. Wooley	Mortgage	1833, Sept. 1	4,000 00
S. & J. B. Ford, R. B. Streshley, H. B. Thomas, J. D. Torrey		1835, Jan. 28	2,835 00
S. Ford, J. B. Ford. Same Same		1835, Oct. 14	1,458 00
Thurston & Co.	E. B. Ely, Sim. Bucknor	1832, Sept. 26	421 37
R. B. Streshley, S. Forde, J. B. Forde, H. E. Thomas, J. D. Torrey		1833, July 13	720 00
Same....Same....Same		1833, Sept. 27	1,215 00
Peter Ferguson	Mortgage	1836, Aug. 19	1,382 82
John Rowan	Wharf	1836, Aug. 23	25,000 00
R. P. Clark	Thomas S. Clark	1837, Jan. 28	81 33
Same	....Same	1838, Jan. 28	772 73
Same	....Same	1839, Jan. 28	814 13
George White	John P. Turnstall	1835, Oct. 6	150 00
Sam. K. Page		1838, Aug. 23	691 55
Same		1839, Aug. 23	728 51
Patrick Maxsey	Mortgage	1836, Nov. 20	1,130 15
Same	Same	1837, Nov. 20	2,041 53
Same	Same	1838, Nov. 20	2,150 91
Same	Same	1839, Nov. 20	2,260 29
Chs. Byrne, Thos. Ryon	Rd. T. Robertson	1838, Jan. 4	7,676 21
Same.....same	Same	1839, Jan. 4	8,081 39
Same.....same	Same	1846, Jan. 4	8,486 57
	Forward		72,685 49
	Forward		72,685,49
Silas Field	Mortgage	1838, Mar. 5	1,307 25
Same	..Same	1839, Mar. 5	1,377 25
Henry W. Fontaine	Edward T. Bainbridge	1838, May 6	2,163 00
Leander Clark & J. F. Clark	Sam. K. Page, J. Linton	1838, July 28	1,558 54
Emilia Clark	Mortgage	1838, July 11	1,050 00
Same	..Same	1839, July 11	1,050 00
Same	..Same	1840, July 11	1,050 00
Wm. Srode	Sam. & Isaac Bell	1838, Nov. 4	5,725 00
Charles M. Strader	Sam. K. Page	1839, Feb. 20	536 53
Thomas Clancey	Edw. Parkes, Z. Carney	1839, April 4	169 60
Jno. F. Clark	Ann Armstrong	1839, July 25	1,646 76

Bills and Notes at Louisville—Continued.

Payers.	Endorsers.	When due.	Amount.
William Ward and others....	Balance due.....	1838, July 21	$209 59
William Riddle.....	Mortgage.....	1839, July 20	878 00
Same.....	H. H. Forsyth.....	1839, Aug. 16	720 00
Same.....	.....	1840, April 4	1,240 50
Same.....	.....	1840, July 20	922 63
Henry H. Forsyth.....	William Riddle.....	1839, Aug. 16	2,130 00
Same.....	....Do	1839, Sept. 10	62 71
B. R. McIlvaine.....	Mortgage.....	1837, April 21	5,280 80
Same.....	..Same.....	1838, April 21	5,556 20
Anderson Miller.....	Alf. Cox, And. Knox.....	1838, Mar. 1	2,241 00
Charles S. Todd.....	J. D. Carneal, C. S. Clarkson	1840, Sept. 1	590 00
W. W. Page, C. O. Page...	J. F. D. Lamer.....	1839, April 9	2,661 97
D. R. Southard.....	Mortgage, balance.....	1839, July 8	350 00
Same.....	..Same, balance.....	1840, July 8	1,050 00
John F. Clark.....	Ann Armstrong.....	1840, July 25	1,734 98
Wm. F. Peterson.....	A. Caldwell.....	1840, Aug. 8	1,256 33
Fred. B. Ernest.....	James C. Wilkins.....	1840, Sept. 16	1,266 67
Underwood & Elederkin.....	Mortgage, bal. int., $1,461 12	1833, Dec. 3	
Wm. Moseby.....	....Do.....	.....	2,471 25
Henry Shannon.....	Pierce Shannon.....	1835, June 9	3,702 28
Leander Clark.....	Geo. Young, Bowen & Young	1833, Feb. 19	1,515 25
Thomas J. Allen & Co.....	.....	1834, Dec. 15	1,800 00
Domestic bills of exchange.			
John G. Stevenson.....	Samuel K Page, (at Gas Bank, N. O.).....	1836, Aug. 23	352 05
Same.....	....Same.....do	1837, Feb. 23	760 05
Same.....	....Same.....do	1837, Aug. 23	778 05
Same.....	....Same.....do	1838, Feb. 23	796 05
Wm. McCormick.....	Bell & Backus, C. W. Cormick, balance.....	1831, June, July & Aug.	5,759 36
Lewis Sanders, R. Sanders, T. C. Eads, S. Smith.....			200 00
Wm. H. Pope & Co. to Throckmorton & Everett, on Lambeth & Thompson, No. 1841, May 17.....			6,000 00
Sam'l Gwathmery, on William H. Bacon & Cobb, No. 1841, Aug. 18.....			4,000 00
			146,605 14
Real estate at Louisville:			
Moiety of an unimproved ¼ acre lot No. 53, Louisville, received of James Pryor, in 1824.....			300 00
Unimproved lot in Portland, near Louisville, of Robeson D. Hart, in 1827...			150 00
Louisville brewery, on 7th, between Main and Water streets, 99½ by 150, of J. Nuttall et al.....			14,425 53
			$14,875 53
Recapitulation, property and effects, Louisville.			
Bills and notes.....	$54,582 97		
Do.....	146,605 14		
			201,188 11
Real estate.....			14,875 53
			216,063 64

DOMESTIC BILLS OF EXCHANGE.

Drawer.	Endorsers.	Acceptors.	When due.	Amount.
B. Harris	L. Lambright, G. G. Peyton, M. Reynolds, Thos. Pleasants	not accepted	24 Feb. 1836..	$3,191 34
Moore, Burroughs & Co.	Jno. B. Coleman, H. Carpenter & Co.	Bogart & Hoopes	9 Apl. 1836..	6,000 00
Wm. H. Martin	J. D. Armstrong, Jacob Magee, H. G. Runnells	Ingersoll & Co	30 Apl. 1836..	2,600 00
Mat. D. Patton	A. T. McMurtry, Wm. Thomas, A. Bucknor	Not accepted	3 May 1836..	10,258 00
McLean & Rose	Geo. M. Barnes, Tho. A. Willis, Moore, B. & Co.	Bogart & Hoopes	1 July 1836..	4,200 00
B. Hughes	Jos. H. Moore & Co., H. T. Irish, Hoopes & Bogart	Bogart & Hoopes	14 July 1836..	8,000 00
Moore, Burroughs & Co.	Jno. B. Coleman, J. S. Douglass, Hoopes & B., J. H. Moore & Co.	Bogart & Hoopes	6 Aug. 1836..	10,000 00
B. Hughes	Jos. H. Moore & Co., Jas. S. Douglass	Bogart & Hoopes	7 Sep. 1836..	10,000 00
S. H. Duncan	J. W. M. Glinsey, W. Lyons, Compton, McCall & Lope	Caruthers & Harris	26 Apl. 1837..	1,000 00
R. Abbey	D. F. Miller, W. Harris	Brander, McK. & Wright	19 Dec. 1837..	5,828 68
	O. Osborne, Hoopes & B., V. C. Hicks, J. C. Turner, J. A. Gibson	W. L. Gibson	21 Mar. 1840..	5,234 04
	Hoopes & Bogart.....Do...P. J. Jonhson, J. A. Gibson	O. Osborne	21 Mar. 1840..	2,000 00
	Jas. G. Heard, Hoopes & B., J. H. Moore & Co., P. McIntyre	D. H. McIntyre	11 Apl. 1840..	1,800 00
	H. Fernandis, joint note of Jno. Lane, Geo. Selser, & E. J. Sessions	Exrs. of R. Smith	4 Nov. 1840..	3,220 00
Jos. H. Moore & Co.	Jas. S. Douglas, John B. Coleman	Bogart & Hoopes	31 Mch. 1836..	7,692 30
Jos. H. Moore & Co.	Wm. Briscoe, Jas. S. Douglas	Bogart & Hoopes	6 Apl. 1836..	8,000 00
Jos. H. Moore & Co.	H. N. Spencer, E. W. Haring	Bogart & Hoopes	12 Apl. 1836..	6,000 00
Jos. H. Moore & Co.	Wm. Briscoe, Jas. S. Douglas	Bogart & Hoopes	18 Apl. 1836..	5,000 60
William Finley	Jos. H. Moore & Co., Summers & Watt	Bogart & Hoopes	25 Apl. 1836..	6,500 00
Cobb & Hoopes	Moore, Burroughs & Co., W. R. McAlpine	Not accepted	2 May 1836..	6,153 84
Moore, Burroughs & Co.	B. Hughes, Hoopes & Bogart, Brown & Reed	Not accepted	3 May 1836..	3,080 30
Jos. H. Moore & Co.	Wm. Briscoe, B. Hughes	Not accepted	3 May 1836..	3,000 00

Bills and Notes at Natchez—Continued.

DOMESTIC BILLS OF EXCHANGE—Continued.

Drawer.	Endorsers.	Acceptors.	When due.	Amount.
William Terrey	Hoopes & Bogart, Moore, Burroughs & Co.	Bogart & Hoopes	3 May 1836..	$8,400 00
Jos. H. Moore & Co.	D. Vertner, Jas. Patton, Hoopes & Bogart.	Bogart & Hoopes	14 July 1836..	6,000 00
Jos. H. Moore & Co.	B. Hughes, H. Carpenter & Co. ..do.	Bogart & Hoopes	14 July 1836..	8,000 00
Jos. H. Moore & Co.	N. Bryant, D. Vertner. ..do.	Bogart & Hoopes	14 July 1836..	10,000 00
Jos. H. Moore & Co.	Geo. Lake, E. W. Harring	Bogart & Hoopes	23 Aug. 1836..	7,000 00
Jos. H. Moore & Co.	W. Briscoe, H. Carpenter & Co	Bogart & Hoopes	7 Sep. 1836..	10,000 00
B. Hughes	Jos. H. Moore & Co., H. Carpenter & Co	Bogart & Hoopes	6 Apl. 1836..	6,000 00
B. Hughes	Jos. H. Moore & Co., Harper, Carpenter & Co...	Bogart & Hoopes	12 Apl. 1836..	8,000 00
B. Hughes	Jos. H. Moore & Co., H. & H. Anderson	Bogart & Hoopes	12 Apl. 1836..	8,000 00
Galloway & Richardson	Jos. H. Moore & Co	Bogart & Hoopes	18 May 1836..	1,000 00
Galloway & Richardson	Hoopes & Bogart		27 May 1836..	1,500 00
Bengn. G. Marshall	Jno. S. Gooch, D. Hardman	Ingersoll & Co	5 July 1836..	6,000 00
Jos. H. Moore & Co.	B. Hughes, Summers & Watt, Hoopes & Bogart...	Bogart & Hoopes	14 July 1836..	8,000 00
Arthur & Fulton	Wm. Harris	Balow & Taylor	17 Feb. 1838..	3,500 00
	Protests on above bills			172 50
				$210,331 00

Bills Discounted.

When due.			Securities.	Payers.	Amount.
1837.	Apl.	5	Herman Briggs & Co.	Dan. Woodward.	$528 00
1838.	Mch.	14	Briggs, Lacoste & Co.	P. O. Hughes.	254 16
	Sep.	4	Receipt of Franklin Bk., Cin., for J. H. F. Claiborne, Tho. Barnard, William M. Given.	R. J. Walker.	4,730 21
1839.	Jan.	4	R. T. Dunbar.	A. L. Bingaman.	703 00
		4	Briggs, Lacoste & Co., N. Stewart, F. Davis, John L. Wall, William F. Mayes.	Danl. Woodward.	2,341 78
		4	Ann Killingsworth.	Jane Killingsworth.	1,814 98
		7	Harris, Kelly & Co., R. Scott, Jane Killingsworth.	Jane Scott.	1,263 52
	Feb.	4	Stanton, Bucknor & Co., Wm. Harris, W. F. Mayes, F. Pierson, W. T. Lewis, G. H. Gordon.	Jesse Saunders.	3,446 50
	Mch.	4	Tho. Alexander, Wm. M. Given.	S. T. McAlister.	9,056 50
		4	John S. Alexander, Wm. M. Given.	S. T. McAlister.	8,440 50
		4	Briggs, Lacoste & Co., A. B. Johnson.	C. M. Roberts.	3,915 72
	Apl.	28	Judgment, against.	G. W. Grove.	3,008 79
		28	Fauver & Farnsworth, George Overaker.	John Ducker.	4,346 01
		28	Fauver & Farnsworth, George Overaker.	John Ducker.	4,276 50
	May	1	Note of the Board of Police of.	Yazoo county.	2,100 00
		4	Brander, McK. & Wright, Wm. Harris, Stanton, Bucknor & Co., M. E. Saunders, W. F. Mayes.	F. S. Mayes.	3,555 07
		4	W. H. Washington, Ben. F. Chambers.	Owen Van Vacter.	2,230 05
	June	12	Danl. Farrar, Owen & Fortune, A. Bucknor, A. L. Wilson.	A. T. McMurtry.	4,151 60
		12	A. Bucknor, Daniel Farrar.	A. T. McMurtry.	4,572 05
		22	Judgment against.	David Bone.	872 98
		22	Briggs, Lacoste & Co., J. C. Wilkins, A. L. Bingaman.	Alfred Cox.	2,719 78
	Oct.	4	Hoopes & Bogart, J. H. Moore & Co., A. K. Shaifer, W. J. Hill.	D. M. Porter.	3,772 85
	Nov.	8	Judgment Reynolds against.	Wm. Vick.	3,689 16
	Dec.	16	J. H. Moore & Co., Stephen Douglass.	Emeline Douglass.	13,405 44
1840.	Jan.	4	J. E. Frizwell.	Britain Smith.	1,734 07
		4	Briggs, Lacoste & Co., C. B. V. Rice, E. R. Brown.	J. Brown.	2,733 02
		4	Briggs, Lacoste & Co., C. B. V. Rice, J. Brown.	E. R. Brown.	1,192 72
		4	Briggs, Lacoste & Co., N. Stewart, F. Davis, J. L. Wall, W. T. Mayes.	Danl. Woodward.	4,845 35
		17	Compton & McCall, J. H. Moore & Co., John B. Coleman.	Hoopes & Bogart.	10,173 44

Bills Discounted—Continued.

When due.		Securities.	Payers.	Amount.
1840.				
Jan.	20	Hoopes & Bogart, Jas. Watson, Tho. B. Magruder	Wm. P. Russum	$6,289 68
	25	J. H. Moore & Co., Muir, Moore & Co., Hoopes & Bogart	Stephen Harman	7,546 58
Feb.	4	R. Robinson, J. H. Moore & Co., Hoopes & B., J. S. Chambliss	J. S. Chambless	543 17
	4	Brander McK. & Wright, Wm. Harris, Stanton B. & Co., M. E. Saunders, W. T. Mayes	F. S. Mayes	3,787 70
		J. Workman, B. Harrod	A. G. Forney	1,674 14
	14	H. N. Spencer, Wells & Person, E. Rundell, W. R. Buck	J. O. Pierson & Co	13,719 71
	15	W. C. Harris	W. C. Harris	1,525 91
	22	Harris, Kelly & Co., Dasheil & Mason	Harris & Lope	4,564 82
Mar.	4	W. M. Gwin	S. T. McAlister	17,503 00
	9	Jno. B. Coleman, Compton & McCall	Harris & Lope	2,023 12
	9	Compton & McCall, James & Bayly	Harris & Lope	6,582 48
	13	Levi Noble, Mark Noble	Chs. Lynch	1,023 09
	31	C. N. Rowley, E. Sparrow, J. S. Alexander, Tho. Alexander, J. Miller, E. Miller.	A. G. Bowen	7,000 00
Apl.	1	Secured by open ac. for double the amount against Estate of Jos. Neibert	Briggs, Lacoste & Co	4,336 22
Mch.	22	C. Marsh, R. V. Davis, E. Harris	Wm. Harris	2,303 50
	30	Robert P. Shelby, Alfred Coxe	Andrew Knox	3,566 93
Apl.	1	John Snodgrass, Geo. Lighton, Tho. L. Dobyns, Hoopes & Bogart	J. B. Warren	7,943 67
	1	Order of Briggs, Lacoste & Co., on	H. W. Huntington	1,999 75
	1	Order of Briggs, Lacoste & Co., on	W. R. Campbell	15,000 00
	1	Order of Briggs, Lacoste & Co., on	Chs. F. Notrobe	7,512 00
				$226,428 22
			Amount forward	226,428 22
1840. April	9	Hoopes & Bogart, D. McCall	Tho. A. Compton	8,036 31
	9	J. H. Moore & Co., Geo. H. Evans, Stephen Douglass	Emeline Douglass	9,948 25
	15	Wm. Clark, Hoopes & Bogart	J. H. Moore & Co	4,822 32
	18	Andrew Knox	....do	2,683 83
May	24	Muir, Moore & Co	Hoopes & Bogart	2,899 06
June	9	Sam. Dorsey, Hoopes & Bogart	J. H. Moore & Co	8,135 55
Oct.	3	A. K. Shaifer, J. H. Moore & Co	Bogart & Hoopes	3,455 50
Dec.	16		Jno. Lane	369 84

		26	Briggs, Lacoste & Co., N. Stewart, F. Davis, Jno. L. Wall, W. T. Mayes	Dan. Woodward	5,248	78
1841.	Jan.	4	Jas. E. Frizell	Britain Smith	1,847	47
		4	Sam. Folkes, Jas. Folkes, jr	T. B. Brabston	841	98
		4	Hoopes & Bogart, H. Carpenter & Co	Jno. D. Harding	7,503	50
		4	B. Hughes, P. Hoopes	Jno. M. Carpenter	9,496	62
		4	Wm. Harris	Jas. Ferguson	702	63
		30	Robt. P. Shelby, Alfred Cox	Andrew Knox	7,920	
	Feb.	4	D. M. Shelby, James Patton	Jno. Tomlinson	916	43
		4	Stanton, Bucknor & Co., Wm. Harris, Brander, McK. & W., M. E. Saunders, W. T. Mayes	F. S. Mayes	4,026	
		4	Secured by mortgage, L. B. Morris	Sarah Morris	4,289	24
		4	Briggs, Lacoste & Co., Andrew Montgomery	Tho. W. Beck	2,163	
1839.	Jan.	15	B. G. Marshall, Wm. Hardeman, D. Hardeman	Jno. L. Gooch	12,556	
	Feb.	6	Hoopes & B., J. H. Moore & Co., H. Campbell, J. S. Gooch, W. F. Smith	N. Bryant	7,508	
	Oct.	18	A. L. Gaines, Tho. Barrett	Robt. Patterson	1,272	73
1840.	Jan.	17	Hoopes & B., J. H. Moore & Co., D. M. Porter, K. A. Martin	Jno. L. Gooch	10,394	99
	April	14	P. Hoopes, Hoopes & B., Jno. B. Coleman, H. Carpenter & Co	J. H. Moore & Co	2,796	80
		28	Summers & Watt, Hoopes & B., K. A. Martin, D. M. Porter	Jno. L. Gooch	4,211	46
1839.	Dec.	14	A. Crothers, adm., J. W. Merritt, Levin Wailes, Jno. W. Bryan	B. M. Drake	1,000	
		23	Sam. Hubbard, K. A. Martin	Mordecai Baldwin	1,983	06
		28	White Turpin, W. Budwell, R. R. Sharkey	W. S. Hayes	2,000	
1840.	Jan.	4	W. L. Balfour, W. Gartley	C. R. Balfour	1,334	
		7	L. M. Grayson, W. L. Chew, W. S. Grayson	B. R. Grayson	1,247	
		7	....do....do....B. R. Grayson	W. S. Grayson	2,381	
		13	L. R. Marshall, Wm. Cannon	W. R. Mellen	2,000	
	Feb.	7	S. Lillard, B. F. Glasscock, A. M. Williams, John Jemisons	Wm. Dix	3,332	87
		13	W. W. New, Jesse Perkins	Jno. H. Norton	600	
		22	John Cameron, Alex. Montgomery, Montgomery & Mitchell	Eli Montgomery	6,414	10
		29	Dugal Torrey	Neil Brice, jr	424	82
	March	19	Secured by mortgage on plantation and slaves in La	Wm. Harris	18,873	47
	May	4	A. Haynes, C. M. Ferguson, E. H. Parr, J. B. Robinson	A. C. Downds	2,370	85
	Dec.	18	Stanton, Bucknor & Co., G. C. Brandon, M. N. Brandon	W. L. Brandon	12,644	63
1841.	Jan.	4	D. F. Miller & Bro., E. D. Bondurant	W. Bondurant	478	52
		4	Briggs, Lacoste & Co., R. T. Dunbar	A. L. Bingaman	703	
		4	James Graften, H. N. Spencer	D. J. Ely	1,175	30
		12	Dashiel & Mason, W. S. Bradstreet, T. Rowan, R. L. Throckmorton	S. G. Rowan	1,125	43
		14	W. P. Mellen, N. S. Nicholas	Wm. Cannon	1,000	
		15	W. P. Grayson, L. C. Wilkinson	E. C. Henry	2,299	33
		16	W. Ferriday, H. B. Harrison	P. Harrison	483	33

Bills Discounted—Continued.

When due.	Securities.	Payers.	Amount.
1841. Jan. 18	D. F. Miller & Bro., J. T. Medley	James Foster	$2,049 76
18	R. Valentine, P. Briscoe	Wm. Briscoe	540
21	J. Loring	Geo. S. Clark	548
Feb. 8	Jno. B. Harvie, Rich. T. Archer	W. Eggleston	2,367 26
8	Wells & Person, J. Spencer, Jas. Grafton	H. N. Spencer	1,449 27
9	Catherine C. Archer, Wm. Eggleston	Rich. T. Archer	8,829 40
9	A. L. Bingaman, Jas. Galtney, F. Lewis	Wm. Lewis	681
9	Jos. Galtney, Eli Montgomery	F. Lewis	1,216
			$432,025 91
		Amount forward	432,025 91
13	John Shanks, Wm. Vancampen	Wm. Hay	900
13	Stanton, Bucknor & Co., F. Davis, M. N. Brandon	G. C. Brandon	3,948
16	J. A. Quitman	J. T. Griffith	1,535 82
18	Stanton, Bucknor & Co., G. C. Brandon, W. L. Brandon	M. N. Brandon	14,307 27
19	Jno. L. Irwin, secured by mortgage	Wm. Vick	20,000
19	Stanton, Bucknor & Co., Jno. N. Helm	Wm. M. Helm	9,368 44
19	Secured by mortgage on plantation and slaves in La	D. M'Call	13,456 94
19	Jno. Ruth, Agnes J. Glover	E. P. Bondurant	4,509 40
22	Alex. Montgomery, Eli Montgomery	S. K. Montgomery	1,202 71
23	Saml. A. Carwright	Jno. P. Walworth	3,858 70
24	Stanton, Bucknor & Co., C. Marsh, Wm. T. Burch	J. D. Burch	600
March 2	N. Hoggatt, jr., D. K. Parsons	W. T. Hewett	775 87
4	Lewis Williams, Jos. H. Moore & Co., Jos. H. Newman	Peter C. Chambliss	2,522 87
12	E. Ogden, M. Smylie, J. Cameron	Peter Donan	1,968
16	Secured by mortgage	C. Gibson	12,289 70
20	..... do	J. Whitaker	1,927 87
20	E. Lewis	B. Wade	500
21		Robt. Stewart	425 78
24	S. Duncan	A. J. Pestlethwait	3,000
24	E. Turner, J. A. Quitman	J. T. McMurran	5,400
27	E. Lewis, Watt, Burk & Co.	B. Wade	2,578
April 13	..do	..do	1,120
21	..do	..do	532 78

		18	Charles West, B. G. Humphreys	Benj. F. West	1,200	
	Dec.	24	S. Duncan	A. L. Bengaman	1,166	67
1842.	Jan.	6	W. P. Grayson, L. C. Wilkinson, Reynolds, Marshall & Co.	E. C. Henry	4,897	
		12	S. M. Routh	Jas. G. Gordon	1,630	
		27	Secured by mortgage	C. S. Abercrombie	3,237	14
		27	L. R. Marshall, Thos. Henderson	J. W. Bunce	864	
	Feb.	10	Montgomery & Mitchell, W. D. Buckels	A. Buckels	606	
		22	E. Lewis	B. Wade	1,965	60
	June	25	Secured by mortgage	C. S. Abercrombie	3,333	41
1843.		25	.....do	....do	3,118	34
1844.		25	.....do	....do	2,903	29
1841.	March	4	P. M. Lapice, Wm. M. Gwin	S. T. McAlister	10,200	
		4	D. M. Dulany, B. Scott, E. G. McKee	Sam. Sample	1,965	31
		13	Levi Noble, Mark Noble	Chs. Lynch	1,094	19
		15	Secured by collateral note	Stanton, Bucknor & Co.	1,136	44
	April	4	M. E. Saunders, Jno. L. Wall	W. T. Mayes	3,298	
		4	Kinsman Divine, Asa Coleman	Jno. Coleman	3,199	39
		4	P. Hoopes, Jas. H. Moore	A. Goza	4,598	93
		12	..do.....Hoopes & Bogart, J. B. Coleman, Jos. H. Newman	Jos. H. Moore & Co.	2,879	95
		26	Jas. A. Ventress	A. M. Feltus	368	
	June	4	Stanton, Bucknor & Co., Thos. Scott, Chs. Clark	Champ. Terry	4,775	
1842.	Jan.	4	R. T. Dunbar	A. L. Bingaman	700	
		4	Benj. Ogden	W. D. Ogden	1,057	61
		4	P. Hoopes, secured by mortgage	Jno. M. Carpenter	7,618	16
		30	Robt. P. Shelby, Alfred Cox, secured by mortgage	Andrew Knox	8,506	67
	Feb.	4	M. D. Shelby, Jas. Patton	Jno. Tomlinson	4,459	32
	March	4	D. G. Humphreys, Hoopes & Bogart	Jos H. Moore & Co.	7,474	90
		4	....do.....P. Hoopes	Alex. McNeill	16,590	
	April	4	P. Hoopes, Jos. H. Moore	A. Goza	4,916	19
		26	Jas. A. Ventress	A. M. Feltus	2,668	
				Forward	$651,091	57
				Amount forward	651,091	57
1843.	Jan.	4	P. Hoopes	Jno. M. Carpenter	8,296	47
	Jan.	30	Rob. P. Shelby, Alfred Cox. Secured by mortgage	Andrew Knox	9,093	34
	Feb.	4	M. D. Shelby, Jas. Patton	Jno. Tomlinson	4,171	83
	April	26	James A. Ventress	A. M. Fettus	2,484	
1844.	Feb.	4	M. D. Shelby, James Patton. Secured by mortgage	Jno. Tomlinson	3,884	12
					$679,021	33

Domestic Exchange.

1841.	March 4	New Orleans...	Clarke McAdory.....	Robt. Shotwell.....	$2,064 85
1842.	Jan. 31	.....do.....	Peyroux, Acrueil & Co.....	P. M. Lapice.....	16,030 28
	Feb. 4	Rodney.....	Briggs, Lacoste & Co., And. Montgomery.....	Tho. W. Beck.....	2,320
	March 4	New Orleans...	Clarke McAdory.....	Robt. Shotwell.....	2,252 56
1843.	Jan 31	.....do.....	Peyroux, Acrueil & Co.....	P. M. Lapice.....	14,924 76
					$37,592 45

Recapitulation.

Domestic bills of exchange.....	$210,331	
Bills discounted.....	679,021 33	
Domestic exchange.....	37,592 45	
	$926,944 78	
Mississippi State warrants.....		$55,830 20

Payable at Union Bank, Mississippi.

WM. DRAYTON,
President.
JOHN BACON,
A. SYMINGTON,
THOMAS ROBINS.

Afterwards, to wit, on the twenty-seventh day of February, one thousand eight hundred and forty-seven, the defendants, Robertson, Bayard, Newbold, Cope, and Taylor, by their solicitor, Ch. W. Brooke, esq., presented their plea, which plea is filed, and is in the words following, to wit:

In the circuit court of the United States, in and for the eastern district of Pennsylvania, in the third circuit.

The plea of James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, five of the defendants to the bill of complaint of Isaac Shelby, complainant.

These defendants, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's said bill mentioned to be true, in such manner and form as the same are therein and thereby set forth and alleged, do plead thereunto, and for plea say,

That the said corporation mentioned in said complainant's bill, viz., the President, Directors, and Company of the Bank of the United States, incorporated by the State of Pennsylvania, and having its banking house and chief place of business in the city of Philadelphia, did, on the fourth and sixth days of September, in the year one thousand eight hundred and forty-one, execute and deliver to these defendants assignments and transfers of certain property upon trusts therein particularly set forth—as by reference to copies of said assignments attached hereto, and made by reference part of this their plea, will fully and at large appear; that said assignments, after having been duly proved, were afterwards, to wit, on the fourth and seventh days of September, A. D. 1841, recorded, according to the statute of Pennsylania in such case made and provided, in the office for the recording of deeds, &c., for the city and county of Philadelphia—the execution of the trusts thereof having been previously accepted by these defendants. And these defendants further aver, that, in accordance with the provisions of the laws of the said State of Pennsylvania, full and complete jurisdiction of and over the said trust fund so conveyed to these defendants, and of and over the execution of the said trusts, and of and over these defendants personally, as trustees as aforesaid, was and is vested in the court of common pleas of the city and county of Philadelphia, which now has cognizance of the same, with ample power and authority in said tribunal to enforce the execution of the said trusts, to decide upon the rights of all parties claiming an interest therein, and right and justice fully to administer in the premises; that, in the execution of the trusts aforesaid, and the collection of the assets so assigned to them, these defendants have been governed by the laws of Pennsylvania, and, among other things, by certain laws of the said State, by which they have been compelled to accept and receive from their debtors, in payment of debts due to the said bank or to the said trustees, at par, the notes and other evidences of debt issued or created by the said bank; and the defendants further aver, that, having in part executed the trusts so as above committed to them, they did, on the seventh day of January, A. D. 1843,

file in the office of the prothonotary of the court of common pleas aforesaid an account, duly verified, of their receipts and disbursements, and of their acts and doings, as trustees as aforesaid, from the commencement of said trust down to the first day of January, A. D. 1843; and subsequently, to wit, on the thirteenth day of January, A. D. 1844, they did file a further account in the office aforesaid, and duly verified as aforesaid, of their receipts and disbursements, acts and doings, as aforesaid, down to the first day of January, in the year 1844, which said accounts were absolutely confirmed by the said court agreeably to the laws of the said State; and the defendants further aver, that, on the seventeenth day of January, 1845, and on the thirteenth day of January, 1846, respectively, they filed additional accounts as aforesaid, in the office aforesaid, showing their receipts and disbursements, acts and doings aforesaid, down to the first day of January, A. D. 1846, which said last mentioned accounts were referred by the said court to auditors, who have made reports thereon, respectively, to the said court; and the defendants further aver, that, on the fourteenth day of January, A. D. 1847, they filed another account as aforesaid, showing their administration of said trust down to the first day of January, A. D. 1847, which said last mentioned account was likewise referred by the said court to auditors, before whom the same is now pending—as by reference to the records of the said court will fully appear; and these defendants further aver, that, in pursuance of the direction and decree of the said court, they have distributed and paid over large sums of money, being the proceeds of the assets assigned to them as aforesaid, and have likewise, under the direction of the said court, invested large sums of money to await the result of pending litigation, and in all other respects have conformed to the directions of the said court in relation to the trust aforesaid.

All which matters and things these defendants do aver to be true, and plead the same to the whole of the said bill, and humbly demand the judgment of this honorable court, whether they ought to be compelled to make answer to the said bill of complaint; and humbly pray to be hence dismissed, with reasonable costs and charges in this behalf most wrongfully sustained.

J. ROBERTSON,
JAMES S. NEWBOLD,
HERMAN COPE,
T. S. TAYLOR.

I do hereby certify, that, in my opinion, the within written plea is well founded in point of law.

CH. W. BROOKE,
Of counsel for above defendants.

STATE OF PENNSYLVANIA,
City of Philadelphia, ss:

James Robertson, Richard H. Bayard, and Thomas S. Taylor, three of the defendants above named, being duly sworn according to law, and James S. Newbold and Herman Cope, two of the defendants above

named, being duly affirmed according to law, respectively do say, that the above plea is not interposed for delay, and is true in point of fact.

J. ROBERTSON,
JAMES S. NEWBOLD,
HERMAN COPE,
T. S. TAYLOR.

Sworn and affirmed and subscribed, this twenty-seventh day of February, 1847, before me. J. BURCHARD, *U. S. Comm'r.*

This indenture, made the fourth day of September, in the year of our Lord one thousand eight hundred and forty-one, by and between the President, Directors, and Company of the Bank of the United States of the one part, and James Robertson, of the city of Philadelphia and State of Pennsylvania, esquire; Richard H. Bayard, of the city of Wilmington and State of Delaware, esquire; James S. Newbold, Herman Cope, and Thomas S. Taylor, all of the city of Philadelphia and State of Pennsylvania, esquires, of the other part: Whereas the party of the first part are indebted to sundry persons and bodies corporate in divers sums of money, which, from various causes, the said party of the first part are unable at present fully to pay and satisfy, but are desirous of providing an adequate security for the payment and satisfaction of the same in a just and equitable manner:

Now, this indenture witnesseth, that the said party of the first part, as well for the consideration aforesaid, as for and in consideration of the sum of one dollar, to them in hand paid, by the party of the second part, at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred, and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer, and set over, unto the said party of the second part, all and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property and effects of the said party of the first part, whatsoever and wheresoever, saving and excepting only the estate, property, and effects contained, described, and set forth in a certain schedule hereunto annexed, sealed with the seal of the said party of the first part, and bearing even date herewith; and excepting also all the right, title, interest, property, claim, and demand of the said party of the first part, whether present, resulting, or eventual, of, in, and to any and all the lands, tenements, and hereditaments, goods, chattels, moneys, stocks, debts, effects, and property whatsoever and wheresoever, heretofore granted, assigned, transferred, mortgaged, hypothecated, pledged, or delivered, by the said party of the first part, to any person or persons, or bodies corporate whatsoever, for the use, security, or indemnity of any creditor or creditors, surety or sureties, or other persons or bodies corporate whatsoever, together with all deeds, papers, muniments of title and evidences belonging or relating thereto. To have and to hold all and singular the premises hereby given, granted, assigned, and transferred, or intended so to be, to the said party of the second part, and to the

survivor of them, and the heirs, executors, administrators, and assigns of such survivor, to and for their and his own use, benefit, and behoof forever, as joint tenants, and not as tenants in common. In trust, nevertheless, to and for the following uses, intents, purposes, and trusts, and to and for none other whatsoever: that is to say, in trust, in the first place, to enter upon the real estate hereby granted, and to sell, dispose of, and convey the same in fee simple, or for any less estate, by public or private sale, for the best price that can be obtained for the same, for cash or on credit, as to them may seem most expedient, and to give receipts for the purchase money, so that the purchaser or purchasers shall not be accountable for the same; and in the mean time, and until sales shall be made, to receive the rents, issues, and income of the said real estate, and pay the charges thereon; and to sell, dispose of, assign, and transfer all the personal estate, property, and effects hereby assigned, transferred, and set over by the party of the first part to the party of the second part, for the best price that can be obtained for the same, for cash or on credit, as to them shall seem most expedient; and to receive in payment for the same, and in payment of the real estate so as aforesaid sold and conveyed, the notes of the party of the first part, if the said party of the second part shall deem it expedient so to do; and in the next place, in trust to ask, demand, sue for, recover, receive, collect, and get in all and singular the debts and moneys due and owing to the said party of the first part and hereby assigned; and, at their discretion, to compromise and compound for the same; and the moneys so collected, received, and got in, as well as the proceeds of the said real and personal estate, safely to keep and apply to and for the uses and purposes herein declared, that is to say:

In the first place, to pay and discharge all reasonable and necessary expenses, costs and charges attending the execution of this trust; in which it is expressly understood and agreed that there shall be included to be charged by, and allowed to, the said James Robertson, Richard H. Bayard, and James S. Newbold, the three assignees first above mentioned, so long as they shall respectively continue in the execution of this trust, the annual sum of fifteen hundred dollars each, and to be charged by and allowed to the said Herman Cope and Thomas S. Taylor, the two assignees last above mentioned, respectively, so long as they shall respectively devote their whole time and attention to the business and concerns of this trust, so far as the same shall be required, the annual sum of four thousand dollars each, being an amount equal to the salaries which the said Herman Cope and Thomas S. Taylor respectively receive as superintendent of suspended debt, and cashier of the Bank of the United States, which salaries are now to cease and determine: Provided, always, That if at any time hereafter, any creditor or creditors of the said party of the first part, interested in this trust to the amount together of five hundred thousand dollars or more, shall require the parties of the second part to call a meeting of all the creditors so interested, for the purpose of diminishing, enlarging, or revoking such allowances to the assignees above mentioned, or any of

them, that it shall then be the duty of the said party of the second part to call such meeting, to be held at some convenient place to be by them appointed, of which thirty days notice shall be published in two or more of the daily newspapers of the city of Philadelphia, at least twice a week during said period of thirty days; and at such meeting a majority in number and value of said creditors shall then and there have power to diminish, increase, or revoke the said allowance accordingly; and in case of such diminution or revocation, then the trust of this indenture, in regard to such allowance, shall thereafter conform to such order of the creditors aforesaid, saving, nevertheless, in that event, to the parties of the second part, and each of them, their right to such compensation as a competent tribunal shall in this behalf hold them to be respectively entitled to for their services in the execution of this trust. And, in the second place, to pay off, discharge, and satisfy all the judgments heretofore entered and obtained against the said party of the first part in any court or before any magistrate in the State of Pennsylvania, together with the interests, costs, and charges accruing thereon. And, in the third place, fully and completely to indemnify, and save harmless, the legal representatives of the estate of Charles H. Phelps, deceased, from any loss or damage which the said estate has sustained, or may sustain, for or by reason of any suretyship, engagement, or responsibility of any kind whatsoever, which the said Charles H. Phelps, or the legal representatives of his estate, may have entered into for or on behalf of the party of the first part to these presents; and especially to make good, and carry into full effect to the said legal representatives, a certain agreement or engagement made to the said Charles H. Phelps, and contained in a letter addressed to him by Joseph Cowperthwaite, esquire, acting on behalf of the party of the first part, together with Wm. D. Lewis, esquire, acting on behalf of the Girard Bank, and bearing date the seventh day of November, A. D. one thousand eight hundred and thirty-nine. And, in the fourth place, fully to indemnify and save harmless all other sureties from any loss or damage which they or any of them have sustained or may sustain, for or by reason of any suretyship, engagement, or responsibility of any kind whatsoever, which they respectively have entered into for or on behalf of the said party of the first part to these presents. And, in the fifth place, from time to time, as often as they shall have moneys in hand of sufficient amount for a dividend, to divide and distribute the same rateably and equally in and towards the payment of all and every the debts of the said party of the first part, and the interest accrued thereon, so that each creditor may participate rateably and alike in every such dividend, until all the said debts and the interest accrued thereon shall be fully paid off and discharged; except post notes issued to or held by certain banks in the city and county of Philadelphia, for which security was provided and given by an indenture bearing date the first day of May in the present year, and which are not intended to be provided for and embraced in the present indenture. And in further trust from and after the payment and discharge of the debts intended to be secured and provided for by this indenture, in full

with interest, then to retransfer, convey, and pay over to the said party of the first part, their successors and assigns, whatever may remain of the premises hereby granted or assigned, and all moneys, credits, and effects which may have been raised therefrom, or from any part thereof, and not applied to the purposes of the trusts herein and hereby created; together with all deeds, papers, muniments of title, evidences and securities relating thereto. Provided always, nevertheless, and it is hereby expressly declared, understood, and agreed, as the condition of this indenture and the trusts therein and thereby created, that before the said trustees, their successors or assigns, shall proceed to make or declare any dividend of the moneys raised or collected as aforesaid, they shall give thirty days notice of their intention so to do, in two or more of the daily newspapers published in the city of Philadelphia, at least twice a week during the said period of thirty days, calling upon the claimants to come forward and prove their debts; and such dividend shall be declared and made only on the amounts so brought forward and proved: and no creditor shall be entitled to claim or receive such dividend who shall not have brought forward and proved his, her, or their debt or debts, before the time appointed for making and declaring such dividend. But if any further dividends shall thereafter be made, such neglecting or defaulting creditor, bringing forward and proving his, her, or their claim or claims in time therefor as aforesaid, shall be entitled to receive, in addition to such dividend, an amount equal to the rate of dividend or dividends which shall have been before made and paid, and so on from time to time until a final dividend shall be declared and made; which final dividend the said trustees, their successors and assigns, are hereby authorized and required to declare and make, whenever the moneys arising from the premises hereby granted and assigned, shall by the payment of the said final dividend be disposed of and exhausted, or when all the creditors who have brought forward and proved their claims shall be paid in full, principal and interest; it being understood, however, that no interest shall be paid until the final dividend; and from and after such final dividend no creditor shall have any claim upon the remaining fund, if any there be, nor upon the said trustees, their successors, or assigns, for or by reason of these presents, or the trusts herein or hereby created; but the same, except the trust for reconveying the surplus to the said party of the first part, their successors or assigns, shall thenceforth cease, determine, and be at an end. Provided also, and it is expressly understood and agreed, that if the said party of the first part, their successors or assigns, shall at any time pay off and discharge the said debts, then, and from thenceforth, the trusts herein and hereby created, or so much thereof as shall then remain unexecuted, shall cease and be determined; and the whole of the trust property then remaining shall be conveyed, transferred, and be delivered to the said party of the first part, their successors or assigns. And it is hereby expressly agreed, by and between the parties to these presents, as a condition and part thereof, that the said trustees, their successors and assigns, shall not be answerable for the acts, omissions, or defaults of each other, but only

each for his own acts, omissions, and defaults; and that they shall not be answerable for the misconduct, omission, or default of any agent or agents they may find it necessary to employ; but that they shall be accountable only for the exercise of fair and reasonable skill and judgment, as well in the appointment of such agent or agents as in the general management of the trust hereby created, if the same be executed in good faith and intention. And it is hereby further understood and agreed, that the compensation above agreed to be charged by and allowed to the parties of the second part for their services in executing this trust, shall be at the rate of fifteen hundred dollars per annum to each of the three assignees first above named, and at the rate of four thousand dollars per annum to each of the two assignees last above named, and that the said compensation shall be apportionable according to the time the said assignees shall respectively continue in the performance of the duties of the trusts hereby created; and the better to enable the party of the second part, their successors and assigns, to execute the said trusts, the said party of the first part do hereby make, constitute, and appoint them their true and lawful attorneys and attorney irrevocable in the premises, for them and in their name, but to and for the uses, intents, and purposes of this trust, and at the cost and charges of the same, to ask, demand, sue for, and recover, and receive all and every sum or sums of money due, or to become due, by reason of any matter or thing herein and hereby granted and assigned, or intended so to be, and to give receipts and acquittances for the same; and generally to act and do as fully and effectually in the premises as they themselves might or could do; and substitute or substitutes, one or more under them, to nominate and appoint, and again at pleasure to revoke such nominations or appointments; hereby ratifying and confirming whatsoever they, or their said substitute or substitutes, may lawfully do in the premises.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the said the President, Directors, and Company of the Bank of the United States, party of the first part, acting by their president, James Robertson, esq., at Philadelphia, the day and year first above written. J. ROBERTSON, *Pres't.* [SEAL.]

We accept the trust created by the above indenture of assignment.

J. ROBERTSON, [SEAL.]
JAMES S. NEWBOLD, [SEAL.]
HERMAN COPE, [SEAL.]
THOS. S. TAYLOR. [SEAL.]

Signed, sealed, and delivered in the presence of us.

JNO. PENNINGTON,
G. W. FAIRMAN.

STATE OF PENNSYLVANIA, *city of Philadelphia.*

Before me, the subscriber, mayor of the city of Philadelphia, appeared the above named James Robertson, esquire, to me personally known as the president of the corporation above named, the President, Directors, and Company of the Bank of the United States, who, being

duly sworn according to law, did depose and say, that he executed the above written indenture as president of the said corporation, and that the above impression is the common seal of the said corporation thereto duly affixed by authority of the board of directors, and that the said indenture is sealed and delivered as the proper act and deed of the said the President, Directors, and Company of the Bank of the United States, for the uses, intents, and purposes therein set forth. And John Pennington and George W. Fairman, the subscribing witnesses to the said indenture, being duly sworn, do declare that they were present and did see the said president, James Robertson, esquire, sign the said indenture, affix thereto the common seal of the said corporation, and deliver the said indenture as the act and deed of the said corporation.

Witness my hand and the common seal of the said city, this fourth day of September, in the year of our Lord one thousand eight hundred and forty-one.

[SEAL.] JNO. SWIFT, *Mayor.*

Schedule of property and effects alluded to in annexed deed of assignment.

4020 shares of the capital stock of the Cumberland Valley Railroad Company.
25 shares of the capital stock of the Erie Salt Company.
2020 shares of the capital stock of the Franklin Railroad Company.
400 shares of the capital stock of the Somerset and Cumberland Turnpike company.
300 shares of the capital stock of the Williamsport Bridge Company.
5203 shares of the capital stock of the Sunbury and Erie Railroad Company.
200 shares of the capital stock of the Johnstown and Ligonier Turnpike Company.
2000 shares of the capital stock of the Wrightsville, York, and Gettysburg Railroad Company.
600 shares of the capital stock of the Warren and Ridgway Turnpike Company.
600 shares of the capital stock of the Warren and Franklin Turnpike Company.
300 shares of the capital stock of the Washington and Pittsburg Turnpike Company.
1000 shares of the capital stock of the Monongahela Navigation Company.
200 shares of the capital stock of the Roseberg and Mercer Turnpike Company.
134 shares of the capital stock of the Union Canal Company.
30 shares of the capital stock of the West Philadelphia Railroad Company.

PHILADELPHIA, *the fourth day of September, A. D.* 1841.

J. ROBERTSON, *Pres't.* [SEAL.]

Sealed, signed, and delivered in presence of us.

JNO. PENNINGTON,
G. W. FAIRMAN.

This indenture, made the sixth day of September, in the year of our Lord one thousand eight hundred and forty-one, by and between the President, Directors, and Company of the Bank of the United States, of the one part, and James Robertson, of the city of Philadelphia and State of Pennsylvania, esquire, Richard H. Bayard, of the city of Wilmington and State of Delaware, esquire, James S. Newbold, Herman Cope, and Thomas S. Taylor, all of the said city of Philadelphia, esquires, of the other part, witnesseth: That the said party of the first part, for divers good, sufficient, and valuable considerations them thereunto moving, and also for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, transferred, delivered, and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, transfer, deliver, and set over, unto the party of the second part, all the right, title, interest, property, claim, and demand of the said party of the first part, whether present, resulting, or eventual, of, in, and to any and all the lands, tenements, hereditaments, good[s], chattels, moneys, stocks, debts, effects, and property, whatsoever and wheresoever granted, mortgaged, assigned, transferred, hypothecated, pledged, or delivered by the said party of the first part, to any person or persons, body or bodies corporate whatsoever, for the use, security, payment, or indemnity of any creditor or creditors, surety or sureties, or other persons or bodies corporate whatsoever, prior to the 4th day of September, in the year of our Lord one thousand eight hundred and forty-one, saving and excepting only all the right, title, interest, property, claim, and demand of the said party of the first part, whether present, resulting, or eventual, of, in, and to all the goods, chattels, moneys, stocks, debts, effects, and property whatsoever, heretofore assigned, transferred, hypothecated, pledged, or delivered by the said party of the first part, to any person or persons, or bodies corporate, whatsoever, for the use, security, payment or indemnity of any creditor or creditors, surety or sureties, or other persons or bodies corporate in Europe; together with all deeds, papers, muniments of title, and evidences relating thereto: To have and to hold all and singular the premises hereby given, granted, assigned, transferred, and set over, or intended so to be, to the said party of the second part, and the survivor of them, and the heirs, executors, administrators, and assigns of such survivor, to and for their and his own use, benefit, and behoof forever; in trust, nevertheless, to and for the same uses, intents, and purposes, and upon the same trusts, and under and subject to the same conditions, provisoes, limitations, restrictions, and qualifications, as are mentioned, set forth, and declared, in and by a certain deed of assignment, made and executed by and between the parties to these presents, bearing date the said fourth day of September, in the year of our Lord one thousand eight hundred and forty-one, and to which this deed of assignment is intended to be a supplement.

In witness whereof the said parties have hereunto interchangeably set their hands and seals, the said the President, Directors, and Company of the Bank of the United States, acting by their president, James Robertson, esquire, at Philadelphia, the day and year first above written.

J. ROBERTSON, *Pres't.* [SEAL.]

Signed, sealed, and delivered in the presence of us.

JNO. PENNINGTON,
G. W. FAIRMAN.

We accept the trusts created by the above indenture of assignment.

J. ROBERTSON, [SEAL.]
JAMES S. NEWBOLD, [SEAL.]
HERMAN COPE, [SEAL.]
THOS. S. TAYLOR. [SEAL.]

STATE OF PENNSYLVANIA, *city of Philadelphia.*

Before me, the subscriber, mayor of the city of Philadelphia, appeared the above named James Robertson, esquire, to me personally known as the president of the corporation above named, the President, Directors, and Company of the United States, who, being duly sworn according to law, did depose and say, that he executed the above written indenture as president of the said corporation, and that the above impression is the common seal of the said corporation, thereto duly affixed by authority of the board of directors, and that the said indenture is sealed and delivered as the proper act and deed of the said the President, Directors, and Company of the Bank of the United States, for the uses, intents, and purposes therein set forth. And John Pennington and George W. Fairman, the subscribing witnesses to the said indenture, being duly sworn, do declare that they were present and did see the said president, James Robertson, esquire, sign the said indenture, affix thereto the common seal of the said corporation, and deliver the said indenture as the act and deed of the said corporation.

Witness my hand and the common seal of the said city, this sixth day of September, in the year of our Lord one thousand eight hundred and forty-one.

[SEAL.] JNO. SWIFT, *Mayor.*

Afterwards, to wit, on the thirty-first day of May, A. D. 1847, the said plaintiff files in said court his replication to the answer of John Bacon, Alexander Symington, and Thomas Robins; which, being read and filed, is in the words following, to wit:

This repliant, saving and reserving to himself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties, and insufficiences of the answer of the said John Bacon, Alexander Symington, and Thomas Robins, defendants, for replication thereunto saith, that he doth and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by the said last mentioned defendants, and that the answer of the said last named defendants is very uncertain, evasive, and insuf-

ficient in the law to be replied unto by this repliant; without that, that any other matter or thing in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true. All which matters and things this repliant is ready to aver, maintain, and prove, as this honorable court shall direct; and humbly prays, as in and by his said bill he hath already prayed.

And the said plaintiff, on the same day, to wit, on the thirty-first day of May, A. D. 1847, files in said court the replication to the answer of James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor; which, being read, is in the words following, to wit:

This repliant, saving and reserving to himself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the answer of the said James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, defendants, for replication thereto saith, that he doth and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by the said last named defendants, and that the answer of the said last named defendants is very uncertain, evasive, and insufficient in the law to be replied unto by this repliant; without that, that any other matter or thing in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true. All which matters and things this repliant is ready to aver, maintain, and prove as this honorable court shall direct; and humbly prays, as in and by his said bill he hath already prayed.

And thereupon, on motion of Josiah Randall, esq., Thomas Dunlap, esq., was appointed master to take evidence and report.

Afterwards, to wit, on the seventh day of July, A. D. 1847, on motion of J. Randall, esq., leave is given to withdraw the general replication of plaintiff, which is accordingly done, and the time to take testimony before the master enlarged until the further order of the court, and the cause set down for argument on the pleas filed by the defendants.

And afterwards, to wit, on the eighth day of November, in the year last aforesaid, leave is granted to both parties to amend their pleadings.

Thereupon, afterwards, to wit, on the 15th day of January, A. D. 1848, the said complainant, by his solicitors aforesaid, present to the said court here his amended bill; which, being read and filed, is in the words following, to wit:

To the honorable the judges of the circuit court of the United States for the district of Pennsylvania, in chancery sitting, (eastern district.)

Isaac Shelby, a citizen of the State of Kentucky, brings this his bill against John Bacon, a citizen of the State of Pennsylania, Alexander Symington, a citizen of the State of Pennsylvania, Thomas Rob-

ins, a citizen of the State of Pennsylvania, James Robertson, a citizen of the State of Pennsylvania, Richard H. Bayard, a citizen of the State of Pennsylvania, James S. Newbold, a citizen of the State of Pennsylvania, Thomas Cope, a citizen of the State of Pennsylvania, and Thomas S. Taylor, a citizen of the State of Pennsylvania.

And thereupon your orator complains and says, that, on the eighteenth day of February, in the year one thousand eight hundred and thirty-six, the legislature of Pennsylvania granted to a company an act of incorporation, by the name and style of "The President, Directors, and Company of the Bank of the United States;" that the said bank, in pursuance of the said act of incorporation, proceeded in the city of Philadelphia to transact business to a large extent; that, in the year one thousand eight hundred and forty-one, it became embarrassed and unable to continue business with credit and advantage, and in consequence thereof made several assignments of all its property, debts, effects, and assets; that among the assignments so made was a deed bearing date the seventh day of June, one thousand eight hundred and forty-one, made by the said President, Directors, and Company of the Bank of the United States of the one part, and the said John Bacon, Alexander Symington, and Thomas Robins of the other part; by which deed the said bank conveyed to the said trustees all and singular the lands, tenements, and hereditaments, goods, chattels, moneys, rights, credits, and effects of the said bank, contained, described, and set forth in a certain schedule annexed to the said deed; that the object and purpose of the said deed were to secure payment to sundry persons, depositors in the said bank and the branches or offices thereof, and also to sundry persons holders of the notes of the late Bank of the United States, incorporated by Congress, and to sundry persons holders of notes of the ordinary kind, payable on demand and commonly used in circulation, and also to sundry persons, holders of notes of the said bank, commonly called post notes.

And your orator further shows, that the said President, Directors, and Company of the Bank of the United States, by two deeds of trust made on the fourth and sixth days of September, in the year one thousand eight hundred and forty-one, executed to James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, and conveyed and transferred to the said trustees last mentioned a large amount and variety of property, debts, effects, and assets, to pay certain debts and demands against the said bank particularly described in the last mentioned deed; that the debt now due to your orator, and hereafter more specifically stated and described, he alleges and charges, is comprehended and provided for in all the said deeds of trust or assignments; that the said bank has ceased to exist as a corporate body.

And your orator further shows, that on the sixth day of September, in the year one thousand eight hundred and forty-one, a certain George Beach, a citizen of the State of Connecticut, recovered a judgment in the district court of the city and county of Philadelphia, against the said Bank of the United States, for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents, besides interests and costs. That his judgment was founded upon promissory notes of

the said bank, commonly called post notes, payable some time after their respective dates. That subsequently the said George Beach recovered, on the said judgment of the district court of the city and county of Philadelphia, a judgment of the commercial court of the city of New Orleans, in the State of Louisiana, for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents, with interest thereon at the rate of six per cent. per annum, from the seventh day of September, in the year one thousand eight hundred and forty-one, until paid, besides costs. That on the said last mentioned judgment the sum of four thousand and seventy-five dollars was paid, and all the rest and residue of both the judgments remain in full force unpaid and unsatisfied; and there are no assets or effects, within the knowledge of your orator, out of which executions, original and subsequent, could be satisfied, except those in the hands of the defendants.

And your orator further shows, that on the fifth day of April, in the year one thousand eight hundred and forty-three, the said George Beach, for a good and valuable consideration to him paid, assigned the aforesaid two judgments to a certain James Robb, a citizen of the State of Louisiana; and on the twenty-ninth day of May, in the year one thousand eight hundred and forty-three, the said James Robb, for a valuable consideration, assigned and transferred the said judgments, together with the moneys due thereon, principal, interest, and costs, excepting the sum of twenty-one hundred dollars reserved by the said James Robb to himself, to Peter Anderson, also a citizen of the State of Louisiana; and on the seventh day of December, in the year one thousand eight hundred and forty-three, the said James Robb and Peter Anderson, for a good and valuable consideration, assigned both of the judgments aforesaid to a certain A. T. Bumley, also a citizen of the State of Louisiana; and that on the fifth day of February, one thousand eight hundred and forty-five, the said Bumley, for a good and valuable consideration, assigned both the judgments aforesaid to your orator. That thus your orator has become solely and exclusively entitled to demand and receive all that remains due and payable on the said judgments. That your orator is now ready to produce to this honorable court authenticated exemplifications of the aforesaid deeds of assignment or trust, of June and September, one thousand eight hundred and forty-one, and of both the said judgments of the district court of the city and county of Philadelphia, and of the commercial court of the city of New Orleans. That he is also ready and willing to produce the post notes of the said Bank of the United States upon which the said two judgments were founded.

And your orator, being thus invested with all the rights arising under the said post notes and two judgments, all of which remain unpaid and unsatisfied except as aforesaid, he had well hoped that the aforesaid trustees, under the respective deeds of June and September, one thousand eight hundred and forty-one, would have paid and satisfied to him what remains due and unpaid, and would have admitted and recognised his demand as one entitled to a ratable dividend and proportion of the

trust funds with other creditors, provided for in the aforesaid deeds of trust.

But now, so it is, may it please your honors, that, upon opening a correspondence with the said trustees by your orator, through H. Clay, the authorized counsel of your orator, the said trustees have declared that they will not pay any part of the said judgments, not even your orator's distributive share as one of the creditors aforesaid, and that they will contest the payment of the said judgments, and any right on the part of your orator to his distributive share of the trust fund, thus leaving him no alternative but an appeal to a tribunal of justice.

And your orator further charges and alleges, that the property, debts, effects, and assets, conveyed and assigned by the said bank, in the aforesaid deeds, are amply sufficient to pay and satisfy all the debts provided for in them, including that of your orator. But he charges that the said trustees have kept and continue to keep your orator and the other creditors provided for by the said deeds of trust in ignorance of the situation, condition, and location of the said property, debts, effects, and assets, and that he is consequently without proper information as to the manner and fidelity with which they have executed and administered the said trusts.

And your orator would also pray that all the creditors of the said Bank of the United States, provided for in the aforesaid deeds of trust, should be made defendants, but he does not know the names of all or any of them, and moreover the number of them is too great to admit of their being made defendants, and cannot be made parties without manifest inconvenience and oppressive delays in this suit. He is, however, willing, if necessary or proper, that any of them, who are within the jurisdiction of the court, should come in and be made parties to this suit, contributing their just proportion to the expense and cost thereof. To the end therefore that the said defendants may, if they can, show why your orator should not have the relief hereby prayed, and may, upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written they are respectively required to answer, that is to say:

1. Whether the legislature of Pennsylvania did not, on the eighteenth day of February, in the year one thousand eight hundred and thirty-six, incorporate "the President, Directors, and Company of the Bank of the United States," as a body corporate by that style and title?

2. Whether the said President, Directors, and Company did not execute and make the said assignments, dated the seventh day of June, one thousand eight hundred and forty-one, to the said John Bacon, Alexander Symington, and Thomas Robins, in trust, and to annex a copy of the same in their answer hereto?

3. What property, debts, effects, estate, and assets passed under the said assignment; what sales the said trustees have effected; what sums

of money have been received by them under the said assignment; what sums of money they have paid under the said assignment; and what sums of money, securities, vouchers, notes, bills, bonds, obligations, instruments of writing, and other estate, real, personal, and mixed, included in the said assignment, remain in the hands of the said trustees? And they are required to annex to their answer a full, precise, accurate, entire, and circumstantial schedule and statement of all the assets and moneys, estate, real, personal, and mixed, which passed or were intended to pass under the said assignment, and what has become of the same since such assignment.

4. Whether the President, Directors, and Company of the Bank of the United States aforesaid did not, on the fourth and sixth days of September, one thousand eight hundred and forty-one, seal and deliver to the said James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, two other assignments of property, real, personal, and mixed, in trust for the creditors of the said Bank of the United States? And annex copies of the same to their answer hereto.

5. What property, debts, effects, estate, and assets, passed under the said last mentioned two assignments; what sales the said trustees have effected; what sums of money they have received under the said last mentioned two assignments; what sums of money they have paid under the said last mentioned two assignments; and what sums of money, securities, vouchers, notes, bills, bonds, obligations, instruments of writing, and other estate, real, personal, and mixed, included in the said last mentioned two assignments, remain in the hands of the said trustees? And they are required to annex to their answer a full, precise, accurate, entire, and circumstantial schedule and statement of the assets and moneys, estate, real, personal, and mixed, which passed, or were intended to pass, under the said last mentioned two assignments; and what has become of the same since the making and execution of such assignments.

6. Whether the President, Directors, and Company of the Bank of the United States have not ceased to act as a body corporate; what property or other assets remained in the hands, possession, or under the control, of the said President, Directors, and Company of the Bank of the United States after the execution of the said several deeds of assignments dated the seventh day of June, and fourth and sixth of September, one thousand eight hundred and forty-one; what has become of the property, and annex a schedule of the same; and whether they now hold or possess property, real, personal, or mixed, in their hands? And, if any, to annex a schedule of the same to their answer hereto.

7. Whether the said George Beach, on the said sixth day of September, one thousand eight hundred and forty-one, did not recover a judgment in the district court for the city and county of Philadelphia against the President, Directors, and Company of the Bank of the United States, for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents; whether the said judgment was not founded upon

the promissory notes of the said Bank of the United States commonly called post notes; and whether the said last mentioned post notes were not comprehended in all the three different assignments heretofore mentioned, or either of them?

8. Whether the said George Beach subsequently did not recover, in the commercial court in the city of New Orleans, in the State of Louisiana, a judgment for the sum of fifty-three thousand six hundred and eighty-eight dollars and sixty-six cents, with interest and costs of suit, founded upon the said judgment in the district court for the city and county of Philadelphia; whether the sum of four thousand and seventy-five dollars was recovered and paid upon the said judgment obtained in New Orleans; whether all the rest and residue of the said judgment do not remain in full force, unpaid and unsatisfied?

9. Whether the said George Beach did not subsequently, viz., on the fifth day of April, in the year one thousand eight hundred and forty-three, for a good and valuable consideration to him in hand paid, assign and transfer the said two judgments to James Robb, a citizen of the State of Louisiana?

10. Whether the said James Robb did not subsequently, viz., on the twenty-ninth day of May, one thousand eight hundred and forty-three, for a good and valuable consideration, assign and transfer the said judgments to Peter Anderson, a citizen of the State of Louisiana, subject to the reservation to him, the said James Robb, of the sum of two thousand one hundred dollars?

11. Whether the said James Robb and Peter Anderson did not subsequently, viz., on the seventh day of December, in the year one thousand eight hundred and forty-three, for a good and valuable consideration to them in hand paid, assign and transfer the said two judgments to A. T. Bumley, also a citizen of the State of Louisiana?

12. Whether the said A. T. Bumley did not subsequently, viz., on the fifth day of February, one thousand eight hundred and forty-five, for a good and valuable consideration to him in hand paid, assign and transfer the said two judgments to your orator, the said Isaac Shelby, a citizen of the State of Kentucky?

13. Whether the said defendants had any correspondence with the said Henry Clay as the accredited counsel of the said Isaac Shelby; and whether, in such correspondence, the said defendants did not refuse to recognise the said Isaac Shelby as a creditor under the said assignments, and as such entitled to any share or distributive proportion of the property so assigned? And to annex a copy of the said correspondence in their answer hereto.

14. Whether the said defendants have not kept your orator in ignorance of the value, amount, situation, condition, and location of the property, real, personal, and mixed, that respectively passed under the said several assignments, and refused to give any information in relation to the same?

And your orator prays that the said honorable court may decree and direct the said defendants to exhibit a full and entire account of the

whole trust property conveyed to them, and of the disposition of the said property; and he further prays that your honorable court may direct and decree that the said defendants shall pay your orator his just demand without abatement, and shall admit him to an equal and fair distribution of the trust funds severally conveyed to the defendants with the other creditors of the said bank; and that your orator may have such other and further relief as may be agreeable to equity and good conscience.

May it please your honors to grant unto your orator the United States writ of subpœna, to be directed to the said John Bacon, Alexander Symington, Thomas Robins, James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, commanding all and each of them, at a certain day, and under a pain to be therein limited, personally to be and appear before your honorable court, and then and there full, true, direct, and perfect answers make to all and singular the premises; and further to stand to, perform, and abide such further order, direction, and decree therein, as to your honor shall seem meet; and your orator shall ever pray, &c.

HENRY CLAY and
JOSIAH RANDALL,
Attys. for complainants.

The defendants are required to answer at length the interrogatories respectively marked 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14.

And thereupon, to wit, on the said fifteenth day of January, A. D. 1848, on motion of solicitor for complainants, rule on defendants to answer, plead, or demur to amended bill on or before the rule day in February next.

Afterwards, to wit, on the first day of February, A. D. 1848, the plaintiff, with the leave of the court, discontinues the proceedings against George Beach, defendant, not appearing; and by order of the court his name is stricken out of the bill as a defendant.

And thereupon, to wit, on the second day of February, A. D. 1848, an agreement is filed in the words following, to wit:

"It is hereby agreed that the plea heretofore filed by the defendants, Bacon, Symington, and Robins, to the original bill in this case, shall be considered and taken to be filed to the amended bill, with the addition of the following words, to be inserted after the words 'necessary and proper,' at the end of the last paragraph but one of said plea, viz:

"'And also that they have at different times, heretofore and prior to the filing of the bill of complaint in this case, invested large sums of money, being the proceeds in part of the assets assigned to them, as aforesaid, by the order and under the direction of the said court of common pleas, to await the declaration and payment of a dividend in pursuance of the provisions of the said deed of trust of the seventh day of June, A. D. eighteen hundred and forty-one.'"

G. M. WHARTON,
Of counsel for Bacon, Symington, and Robins, def'ts.
J. RANDALL,
For plaintiff.

January 27, 1848.

And the said Robertson, Bayard, Newbold, Cope, and Taylor, also, to wit, on the said second day of February, A. D. 1848, make and file in said court an agreement; which, being read, is in the words following, to wit:

It is hereby agreed, that the plea hereto filed by the defendants, Robertson, Bayard, Newbold, Cope, and Taylor, to the original bill in this case, shall be considered and taken to be filed to the amended bill.

CH. W. BROOKE,
Of counsel with Robertson, Bayard, Newbold, Cope, and Taylor, def'ts.
J. RANDALL,
For plaintiff.

January 29, 1848.

And now, to wit, on the eleventh day of February, A. D. 1848, this cause came on to be heard on the amended bill and amended pleas, and the judges being opposed in opinion as to the effect of the amended pleas respectively filed:

The points, on which such disagreement happens, are—

First. Whether the facts stated in the amended plea to the amended bill filed by John Bacon, Alexander Symington, and Thomas Robins, deprive this court of jurisdiction of the case, and whether the said plea is a sufficient plea to the plaintiff's bill, and ought to be allowed.

Second. Whether the facts stated in the plea to the amended bill, filed by the defendants, James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, and Thomas S. Taylor, deprive this court of jurisdiction of the case, and whether the said plea is a sufficient plea to the plaintiff's bill, and ought to be allowed.

Whereupon, during the said term, at the request of Henry Clay and Josiah Randall, counsel of the complainant, such disagreement is now stated under the direction of the said judges, to be certified under the seal of the said court to the Supreme Court of the United States, at their next session, for final decision.

R. C. GRIER,
J. K. KANE.

UNITED STATES,
Eastern district of Pennsylvania.

I certify the foregoing to be a true and faithful copy of the record and proceedings of the circuit court of the United States, in and for the eastern district of Pennsylvania, in the third circuit, upon a certain bill in equity therein lately depending, wherein Isaac Shelby, of the State of Kentucky, was the complainant, and John Bacon, Alexander Symington, Thomas Robins, James Robertson, Richard H. Bayard, James S. Newbold, Herman Cope, Thomas S. Taylor, and George Beach, citizens of the State of Pennsylvania, were defendants.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said court, at Philadelphia, this eleventh day [SEAL.] of February, A. D. 1848, and in the seventy-second year of the independence of the said United States.

GEORGE PLITT, *Clerk, C. C.*

Filed February 14, 1848.